

# **STATTER HARBOR D FLOAT REPAIRS**

**VOLUME I of II**

**Contract No. DH22-024**



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**END OF SECTION**

**SECTION 00030 NOTICE INVITING BIDS**

**OBTAINING CONTRACT DOCUMENTS.** The Contract Documents are entitled:

**STATTER HARBOR D FLOAT REPAIR  
Contract No. DH22-024**

The Contract Documents may be downloaded from the CBJ Public Purchase webpage at <https://www.publicpurchase.com/juneau.ak>. Instructions for the Public Purchase registration process can be found here <https://juneau.org/engineering-public-works/bids-rfps>

**PRE-BID CONFERENCE.** Prospective Bidders are encouraged to attend a pre-Bid conference to discuss the proposed WORK, which will be conducted by the OWNER, **at 10:00 a.m. on February 9, 2022, via teleconference.** The object of the conference is to acquaint Bidders with the project and bid documents. Prospective bidders intending to participate shall email [contracts@juneau.org](mailto:contracts@juneau.org) by 4:30 p.m., February 8, 2022.

**DESCRIPTION OF WORK.** The WORK generally consists of the demolition and salvage of two damaged finger floats on D Float at Statter Harbor. The Contractor will de-tension and disconnect the existing, damaged finger float, install two new Owner-furnished concrete float modules, furnish and install new post-tensioning cables, including all required hardware. The Contractor will additionally install new pressure-treated timber walers and bullrails on the new float modules, including all required hardware. The Contractor will be required to submit a plan for de-tensioning the existing cables, and re-tensioning new cables which has been prepared by an experienced post-tension cable consultant.

**ENGINEER’S ESTIMATE RANGE:** Between \$75,000 and \$99,000

**COMPLETION OF WORK.** The WORK must be completed by

<u>Work Description</u>	<u>Completion Date</u>
Earliest Field Start	March 28, 2022
Substantial Completion Date	April 18, 2022
Final Completion Date	May 1, 2022

**DEADLINE FOR BIDDER QUESTIONS: February 15, 2022, No later than 4:30pm Alaska Time.**

**DEADLINE FOR BIDS:** Electronic bids must be received by the Port Director **prior to 2:00 p.m., Alaska Time on February 22, 2022,** or such later time as may be announced by addendum at any time prior to the deadline. **Bids will be opened at 2:15 p.m. on February 22, 2022,** via Teleconference. Bidders may attend this bid opening by calling 907-713-2140, with participant code 258358, unless otherwise specified.

**SUBMISSION INSTRUCTIONS:** Timely responses are accepted via Electronic Submission at Public Purchase, [www.publicpurchase.com](http://www.publicpurchase.com), the CBJ’s eProcurement Provider. Bidders must register online prior to submitting a bid, it may take up to 24 hours for registration to be complete.

**Late responses will not be accepted.**

To Respond, Bidders must complete an online registration.

- Registration is a two-step process, registering with Public Purchase, and then registering with CBJ within Public Purchase.
- Get help registering using the Public Purchase Help Menu Tab.

**SECTION 00030 NOTICE INVITING BIDS**

- Register early to avoid missing the deadline, as Registration may take up to 24 hours to complete.

**Registered Bidders may submit a Bid Schedule to Public Purchase** by downloading the provided PDF solicitation documents, filling out the fields indicated, and uploading the document to Public Purchase.

**SITE OF WORK.** The site of the WORK is the existing Statter Harbor Float system, specifically D float.

**BIDDING, CONTRACT, or TECHNICAL QUESTIONS.** All communications relative to this WORK, prior to opening Bids, shall be directed to the following:

Caleb Comas, Contract Administrator  
 CBJ Engineering Department, 3<sup>rd</sup> Floor, Marine View Center  
 Email: caleb.comas@juneau.org  
 Telephone: (907) 586-0800 ext. 4196  
 Fax: (907) 586-4530

**BID SECURITY.** Each Bid shall be accompanied by a certified or cashier's check or Bid Bond, in the amount of 5% percent of the Bid, payable to the City and Borough of Juneau, Alaska, as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A Bid shall not be considered unless one of the forms of Bidder's security is provided as prescribed in Section 00100, Article 12, at the time of bid.

**CONTRACTOR'S LICENSE.** All contractors are required to have a current Alaska Contractor's License, prior to submitting a Bid, and a current Alaska Business License prior to award.

**BID TO REMAIN OPEN.** The Bidder shall guarantee the Bid for a period of 120 Days from the date of Bid opening. Any component of the Bid may be awarded anytime during the 120 Days.

**OWNER'S RIGHTS RESERVED.** The OWNER reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make award to the lowest responsive, responsible Bidder as it may best serve the interests of the OWNER.

**OWNER: City and Borough of Juneau**

By: \_\_\_\_\_  
Carl Uchytel, PE, Port Director

\_\_\_\_\_  
Date

**END OF SECTION**

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

**1.0 DEFINED TERMS.** Terms used in these Instructions to Bidders and the Notice Inviting Bids, which are defined in the General Conditions, have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to the OWNER, as distinct from a sub-bidder, who submits a Bid to a Bidder.

### **2.0 INTERPRETATIONS AND ADDENDA.**

A. **INTERPRETATIONS.** All questions about the meaning or intent of the Contract Documents are to be directed to the Engineering Contracts Administrator. Interpretations or clarifications considered necessary by the Engineering Contracts Administrator in response to such questions will be issued by Addendum, mailed, faxed, or delivered to all parties recorded by the Engineering Contracts Administrator, or OWNER, as having received the Contract Documents. Questions received less than seven Days prior to the Deadline for Bids may not be answered. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. **ADDENDA.** Addenda may be issued to modify the Contract Documents as deemed advisable by the OWNER. Addenda may be faxed or, if addendum format warrants, addenda may be posted to the CBJ Engineering Department website. In any event, notification of addendum issuance will be faxed to planholders. Hard copies are available upon request. The OWNER will make all reasonable attempts to ensure that all planholders receive notification of Addenda, however, it is strongly recommended by the OWNER that bidders independently confirm the contents, number, and dates of each Addendum prior to submitting a Bid.

**3.0 FAIR COMPETITION.** More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the OWNER believes that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the OWNER believes that collusion exists among the Bidders, all Bids will be rejected.

**4.0 RESPONSIBILITY OF BIDDERS.** Only responsive Bids from responsible Bidders will be considered. A Bid submitted by a Bidder determined to be not responsible may be rejected. The OWNER may find a bidder to be not responsible for any one of the following reasons, but is not limited in its responsibility analysis to the following factors:

- A. Evidence of bid rigging or collusion;
- B. Fraud or dishonesty in the performance of previous contracts;
- C. Record of integrity;
- D. More than one bid for the same work from an individual, firm, or corporation under the same or different name;
- E. Unsatisfactory performance on previous or current contracts;
- F. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

- G. Uncompleted work that, in the judgment of the OWNER, might hinder or prevent the bidder's prompt completion of additional work, if awarded;
- H. Failure to reimburse the OWNER for monies owed on any previous contracts;
- I. Default under previous contracts;
- J. Failure to comply with any qualification requirements of the OWNER; special standards for responsibility, if applicable, will be specified. These special standards establish minimum standards or experience required for a responsible Bidder on a specific contract;
- K. Engaging in any activity that constitutes a cause for debarment or suspension under the CBJ Procurement Code 53.50 or submitting a bid during a period of debarment;
- L. Lack of skill, ability, financial resources, or equipment required to perform the contract; or
- M. Lack of legal capacity to contract.
- N. Bidders must be registered as required by law and in good standing for all amounts owed to the OWNER per Paragraph 21.0 of this Section.
- O. Failure to submit a complete Subcontractor Report as required in section Section 00360 – Subcontractor Report.

Nothing contained in this section deprives the OWNER of its discretion in determining the lowest responsible bidder. Before a Bid is considered for award, a Bidder may be requested to submit information documenting its ability and competency to perform the WORK, according to general standards of responsibility and any special standards which may apply. It is Bidder's responsibility to submit sufficient, relevant, and adequate information. OWNER will make its determination of responsibility and has no obligation to request clarification or supplementary information.

**5.0 NON-RESPONSIVE BIDS.** Only responsive Bids will be considered. Bids may be considered non-responsive and may be rejected. Some of the reasons a Bid may be rejected for being non-responsive are:

- A. If a Bid is received by the CBJ Port Director after the Deadline for Bids.
- B. If the Bid is on a form other than that furnished by the OWNER, or legible copies thereof; or if the form is altered or any part thereof is detached; or if the Bid is improperly signed.
- C. If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, ambiguous as to its meaning, or in conflict with the OWNER's Bid document.
- D. If the Bidder adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one Bid opening, provided that any selection of awards will be made by the OWNER.

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

- E. If the Bid does not contain a Unit Price for each pay item listed, except in the case of authorized alternate pay items.
- F. If the Bidder has not acknowledged receipt of each Addendum.
- G. If the Bidder fails to furnish an acceptable Bid guaranty with the Bid.
- H. If any of the Unit Prices Bid are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the OWNER.
- I. If a Bid modification does not conform to Article 15.0 of this Section.

### **6.0 BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE.** It is the responsibility of each Bidder before submitting a Bid:

- A. To examine thoroughly the Contract Documents, and other related data identified in the Bidding documents (including "technical data" referred to below):
  - 1. To visit the site to become familiar with and to satisfy the Bidder as to the general and local conditions that may affect cost, progress, or performance, of the WORK,
  - 2. To consider federal, state and local laws and regulations that may affect cost, progress, or performance of the WORK,
  - 3. To study and carefully correlate the Bidder's observations with the Contract Documents, and other related data; and
  - 4. To notify the ENGINEER of all conflicts, errors, or discrepancies in or between the Contract Documents and such other related data.

### **7.0 REFERENCE IS MADE TO THE SUPPLEMENTARY GENERAL CONDITIONS FOR IDENTIFICATION OF:**

- A. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the Engineer of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such reports, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.
- B. Those Drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground utilities) which are at or contiguous to the site have been utilized by the Engineer of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such Drawings, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with nontechnical data, interpretations, and opinions contained in such Drawings or the completeness thereof is the responsibility of the Bidder.
- C. Copies of such reports and Drawings will be made available by the OWNER to any Bidder on request if said reports and Drawings are not bound herein. Those reports and Drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, as provided in Paragraph SGC-4.2 of the Supplementary General Conditions, are incorporated herein by reference.



## SECTION 00100 - INSTRUCTIONS TO BIDDERS

- D. Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the OWNER and the Engineer of Record by the owners of such underground utilities or others, and the OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions, or in Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements.
- E. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.
- F. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.
- G. On request in advance, the OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such explorations.
- H. The lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the OWNER unless otherwise provided in the Contract Documents.
- I. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Article 6.0, "Bidder's Examination of Contract Documents and Site" herein, that without exception the Bid is premised upon performing the WORK required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

### 8.0 BID FORM.

- A. The Bid shall be made on the Bid Schedule(s) bound herein, or by another acceptable submission method as specified in Section 00030, Notice Inviting Bids, and shall contain the following: Sections 00300, 00310 or other specified acceptable form of Bid Schedule, the required Bid Security, and any other documents required in Section 00300 – Bid.
- B. All blanks on the Bid Form and Bid Schedule must be completed in ink or typed.

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- C. Bids by corporations must be executed in the corporate name by the president, a vice-president (or other corporate officer). The corporate address and state of incorporation must appear below the signature.
- D. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, and the official address of the partnership must appear below the signature.
- E. The Bidder's Bid must be signed. All names must be printed or typed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form. Failure to acknowledge Addenda may render Bid non-responsive and may cause its rejection.
- G. The address to which communications regarding the Bid are to be directed must be shown.

**9.0 QUANTITIES OF WORK.** The quantities of WORK, or material, stated in Unit Price items of the Bid are supplied only to give an indication of the general scope of the WORK; the OWNER does not expressly or by implication agree that the actual amount of WORK, or material, will correspond therewith, and reserves the right after award to increase or decrease the amount of any Unit Price item of the WORK by an amount up to and including 25 percent of any Bid item, without a change in the Unit Price, and shall include the right to delete any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price (see Section 00700 - General Conditions, Article 10 Changes In the WORK).

**10.0 SUBSTITUTE OR "OR-EQUAL" ITEMS.** Substitution requests are not accepted during the bidding process. The procedure for the submittal of substitute or "or-equal" products is specified in Section 01300 – Contractor Submittals.

**11.0 SUBMISSION OF BIDS.** The Bid shall be delivered by the time and to the place stipulated in Section 00030 - Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Oral, telegraphic, emailed, or faxed Bids will not be considered. The envelope enclosing the sealed Bids shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall also include the label included in Section 00030 – Notice Inviting Bids. The Bid Security shall be enclosed in the same envelope with the Bid

**12.0 BID SECURITY, BONDS, AND INSURANCE.** Each Bid shall be accompanied by a certified, or cashier's check, or approved Bid Bond in an amount of at least 5 percent of the total Bid price. The "total Bid price" is the amount of the Base Bid, plus the amount of alternate Bids, if any, which total to the maximum amount for which the CONTRACT could be awarded. Said check or Bond shall be made payable to the OWNER and shall be given as a guarantee that the Bidder, if offered the WORK, will enter into an Agreement with the OWNER, and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond; each of said Bonds, if required, and insurance amounts shall be as stated in the Supplementary General Conditions. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, may be forfeited to the OWNER. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form. Bid Bonds must be accompanied by a legible Power of Attorney.

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

Bid Bonds shall be submitted by being scanned and uploaded to Public Purchase along with the other required Bid documents. When a Bid security check is used, it must be received by the Purchasing Division prior to the Deadline for Bids. Bid security checks will be time and date stamped by the Purchasing Division, which will establish the official time of receipt.

In addition to uploading a scanned file of the Bid Bond, the original hardcopy Bid Bond shall be submitted and received by the CBJ Contracts Office by 2:00 p.m. Alaska Time no more than seven calendar days after Bid Opening.

In lieu of the original hardcopy Bid Bond submittal requirement, bidders who have a Surety 2000 Bid Bond ID may validate their Bid Bond with Surety 2000 within the Bid Bond Response Information Form in the Public Purchase bid page.

Bid security checks shall be submitted in a sealed envelope that clearly indicates: that a bid security check is enclosed, the name of the bidding firm, and the project name and number. The envelope must not reveal the check amount so that the final Bid price will not be known until the sealed bids are opened.

Bid security checks delivered **in person** or by **courier** service must be delivered to:

Bid security checks delivered by **U.S. Postal Service** must be mailed to:

**PHYSICAL LOCATION:**

CBJ Docks and Harbors  
Port Director's Office  
76 Egan Drive, 2<sup>nd</sup> Floor  
Juneau, AK 99801

**MAILING ADDRESS:**

CBJ Docks and Harbors  
Port Director  
155 South Seward Street  
Juneau, AK 99801

**Mailing/delivery times to Alaska may take longer than other areas of the U.S.** Late bid security checks may cause a Bid to be deemed non-responsive

**13.0 RETURN OF BID SECURITY.** The OWNER will return all Bid security checks (certified or cashier's) accompanying such of the Bids as are not considered in making the award. All other Bid securities will be held until the Agreement has been executed. Following execution of the Agreement, all other Bid security checks will be returned to the respective Bidders whose Bids they accompanied and Bid security bonds will be appropriately discarded.

**14.0 DISCREPANCIES IN BIDS.** In the event there is more than one Pay Item in a Bid Schedule, the Bidder shall furnish a price for all Pay Items in the schedule, and failure to do so may render the Bid non-responsive and cause its rejection. In the event there are Unit Price Pay Items in a Bid Schedule and the "amount" indicated for a Unit Price Bid Item does not equal the product of the Unit Price and quantity, the Unit Price shall govern and the amount will be corrected accordingly, and the Bidder shall be bound by said correction. In the event there is more than one Pay Item in a Bid Schedule and the total indicated for the schedule does not agree with the sum of the prices Bid on the individual items, the prices Bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Bidder shall be bound by said correction.

**15.0 BID MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.**

- A. Any bidder may deliver a modification to a bid in person, by mail or fax (907-586-0295), provided that such modification is received by the Port Director no later than the deadline

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

for bids. Modifications will be time and date stamped by the Port Director, which will establish the official time of receipt of the modification. The modification must not reveal the bid price but should be in the form of an addition or subtraction or other modification so that the final prices will not be known until the sealed bid is opened.

The Bid modifications shall be provided on the **Bid Modification Form** located at the end of this Section. Submittal of any other form by the vendor may deem the modification unacceptable by the OWNER. **A mail or fax modification should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices will not be known by the City and Borough until the sealed Bid is opened.** Submitted Modification forms shall include the modification to the unit price or lump sum amount of each pay item modified.

**FAX DISCLAIMER:** It is the responsibility of the bidder to submit modifications in a timely manner. Bidders' use of a fax machine to modify their bid shall be at bidders' sole risk. The Port Director will attempt to keep the fax machine in good working order but will not be responsible for bid modifications that are late due to mechanical failure, a busy fax machine, or any other cause arising from bidder's use of a fax machine, even if bidder submits a transmission report or provides other confirmation indicating that the bidder transmitted a bid modification prior to the deadline. The City will not be responsible for its failure to receive the modification whether such failure is caused by equipment or human error, or otherwise. Bidders are therefore strongly encouraged to confirm receipt of their bid modification with the Port Director (907-586-0292) prior to deadline.

- B. Conditioned bids, limitations, or provisos attached to the Bid or bid modification will render it unauthorized and cause its rejection as being non-responsive. The completed Bid forms shall be without interlineations, alterations, or erasures in the printed text. All changes shall be initialed by the person signing the Bid. Alternative Bids will not be considered unless called for.

**16.0 WITHDRAWAL OF BID.** Prior to the Deadline for Bids, the Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids.

### **17.0 AWARD OF CONTRACT.**

- A. Award of a contract, if it is awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications and will be made to the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid Schedule.
- B. If the OWNER has elected to advertise this Project with a Base Bid and Alternates, the OWNER may elect to award the contract for the Base Bid, or the Base Bid in combination with one or more Alternates selected by the OWNER. In either case, award shall be made to the responsive, responsible bidder offering the lowest total Bid for the WORK to be awarded.

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

### 18.0 EXECUTION OF AGREEMENT.

- A. All Bids of value greater than \$100,000 must be approved by the CBJ Assembly. After the CBJ Assembly has approved the award and after the Bid protest period, the OWNER will issue a Notice of Intent to Award to the approved Bidder. The Bidder to whom award is made shall execute a written Agreement with the OWNER on the Agreement form, Section 00500, collect insurance, and shall furnish all certificates and Bonds required by the Contract Documents within 10 Days (calendar) from the date of the Notice of Intent to Award letter.
- B. Failure or refusal to enter into the Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the OWNER.

19.0 **LIQUIDATED DAMAGES.** Provisions for liquidated damages if any, are set forth in Section 00500 - Agreement.

### 20.0 FILING A PROTEST.

- A. A Bidder may protest the proposed award of a competitive sealed Bid by the City and Borough of Juneau. The protest shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and CBJ Ordinance 53.50.080 ADMINISTRATION OF PROTEST. The entire text of the CBJ Purchasing Ordinance can be accessed at the CBJ website, <http://www.juneau.org/law/code/code.php>, or call the CBJ Purchasing Division at (907) 586-5258 for a copy of the ordinance.
- B. Late protests shall not be considered by the CBJ Port Director.

21.0 **CONTRACTOR'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT:** Contractors must be in good standing with the CBJ prior to award, and prior to any contract renewals, and in any event no later than *seven business days* following notification by the CBJ of intent to award. **Good standing** means: all amounts owed to the CBJ are current and the Contractor is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ, or a Confession of Judgment has been executed and the Contractor is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Contractor is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your bid. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division at (907) 586-5215 for sales tax issues, Assessor's Office at (907)586-5215 for business personal property issues, or Collections Division at (907) 586-5215 for all other accounts.

22.0 **PERMITS AND LICENSES.** The CONTRACTOR is responsible for all WORK associated with

**SECTION 00100 - INSTRUCTIONS TO BIDDERS**

CITY AND BOROUGH OF JUNEAU  
CBJ DOCKS AND HARBORS  
FAX NO. 907-586-0295

**BID MODIFICATION FORM**

meeting any local, state, and/or federal permit and licensing requirements.

Modification Number: \_\_\_\_\_

Note: All modifications shall be made to the original bid amount(s). If more than one Modification form is submitted by any one bidder, changes from all Modification forms submitted will be combined and applied to the original bid. Changes to the modified Bid amounts will be calculated by the OWNER. Bidder may use multiple modification pages if required.

<b>PAY ITEM NO.</b>	<b>PAY ITEM DESCRIPTION</b>	<b>MODIFICATIONS LUMP SUM (indicate +/-)</b>

**Bid Total Increase or Decrease: \$ \_\_\_\_\_**

\_\_\_\_\_  
**Name of Bidding Firm**

\_\_\_\_\_  
**Responsible Party Signature**

\_\_\_\_\_  
**Printed Name (must be an authorized signatory for Bidding Firm)**

**END OF SECTION**

**SECTION 00300 - BID**

**BID TO: THE CITY AND BOROUGH OF JUNEAU**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER on the form included in the Contract Documents (as defined in Article 7 of Section 00500 - Agreement) to perform the WORK as specified or indicated in said Contract Documents entitled

**Statter Harbor D Float Repairs  
Contract No. DH22-024**

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids" and "Instructions to Bidders," dealing with the disposition of the Bid Security.
3. This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.
4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
6. To all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the total bid price(s) named in the aforementioned Bid Schedule.
7. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No.	Date Issued	Addenda No.	Date Issued

**Give number and date of each Addenda above. Failure to acknowledge receipt of all Addenda may cause the Bid to be non-responsive and may cause its rejection.**

**SECTION 00300 - BID**

8. The Bidder has read this Bid and agrees to the conditions as stated herein by signing its signature in the space provided below.

Dated: _____	Bidder: _____ (Company Name)
Alaska CONTRACTOR's Business License No: _____	By: _____ (Signature)
Alaska CONTRACTOR's License No: _____	Printed Name: _____ Title: _____
Telephone No: _____	Address: _____ (Street or P.O. Box)
Fax No: _____	_____ (City, State, Zip)
E-mail: _____	

9. **TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE DEADLINE FOR BIDS. MISSING DOCUMENTS WILL DEEM THIS BID NON-RESPONSIVE:**

- Bid, Section 00300 (includes Addenda receipt statement)
- Completed Bid Schedule, Section 00310, or other acceptable form of Bid Schedule as specified in Section 00030, Notice Inviting Bids
- Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)

10. The apparent low Bidder is required to complete and submit the following documents by 4:30 p.m. on the **fifth business day** following the date of the Posting Notice.

- Subcontractor Report, Section 00360

The apparent low Bidder who fails to submit the completed Subcontractor Report within the time specified in Section 00360 – Subcontractor Report, may be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER may then consider the next lowest Bidder for award of the contract.

11. The successful Bidder will be required to submit, **within ten Days (calendar)** after the date of the “Notice of Intent to Award” letter, the following executed documents:

- Agreement Forms, Section 00500
- Performance Bond, Section 00610
- Payment Bond, Section 00620
- Certificates of Insurance, (CONTRACTOR) Section 00700 and Section 00800

**END OF SECTION**



**SECTION 00310 - BID SCHEDULE**

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
1505.1	Mobilization	Lump Sum	All Req'd	Lump	Sum		
2060.1	Demolition and Disposal	LS	All Req'd	Lump	Sum		
2895.1	Prepare Float Units	LS	All Req'd	Lump	Sum		
3365.1	Furnish and Install PT Cables	LS	All Req'd	Lump	Sum		

**TOTAL BID \$** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**SECTION 00320 - BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
as Surety, are held and firmly bound unto **THE CITY AND BOROUGH OF JUNEAU** hereinafter called  
"OWNER," in the sum of \_\_\_\_\_  
\_\_\_\_\_ dollars, (not less than five percent of the total amount of the Bid) for the  
payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under  
the Bid Schedule of the OWNER's Contract Documents entitled

**Statter Harbor D Float Repairs  
Contract No. DH22-024**

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and  
in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written  
Agreement on the form of Agreement bound with said Contract Documents, furnishes the required certificates  
of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be  
null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by  
said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit,  
including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(SEAL) \_\_\_\_\_  
(Principal)

(SEAL) \_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

**END OF SECTION**

**SECTION 00360 - SUBCONTRACTOR REPORT**

**LIST OF SUBCONTRACTORS (AS 36.30.115)**

The apparent low Bidder must submit a list of Subcontractors that the Bidder proposes to use in the performance of this contract *on the fifth business day* following the Posting Notice of Bids. If the fifth day falls on a weekend or holiday, the report is due by close of business on the next business Day following the weekend or holiday. The Subcontractor Report list must include each Subcontractor's name, address, location, evidence of valid Alaska Business License, and valid Alaska Contractor's Registration under AS 08.18. *If no Subcontractors are to be utilized in the performance of the WORK, write in ink or type "NONE" on line (1) below.*

<u>SUBCONTRACTOR</u>	<sup>1</sup> AK Contractor License No.	<sup>1</sup> Contact Name	Type of	Contract	✓ if DBE
<u>ADDRESS</u>	<sup>2</sup> AK Business License No.	<sup>2</sup> Phone No.	<u>Work</u>	<u>Amount</u>	
1. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
2. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
3. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
4. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>

I certify that the above listed Alaska Business License(s) and CONTRACTOR Registration(s), if applicable, were valid at the time Bids were opened for this Project.

\_\_\_\_\_  
CONTRACTOR, Authorized Signature

\_\_\_\_\_  
CONTRACTOR, Printed Name

\_\_\_\_\_  
COMPANY

## SECTION 00360 - SUBCONTRACTOR REPORT

- A. A Bidder may replace a listed Subcontractor if the Subcontractor:
1. fails to comply with AS 08.18;
  2. files for bankruptcy or becomes insolvent;
  3. fails to execute a contract with the Bidder involving performance of the WORK for which the Subcontractor was listed and the Bidder acted in good faith;
  4. fails to obtain bonding;
  5. fails to obtain insurance acceptable to the OWNER;
  6. fails to perform the contract with the Bidder involving work for which the Subcontractor was listed;
  7. must be substituted in order for the CONTRACTOR to satisfy required state and federal affirmative action requirements;
  8. refuses to agree or abide with the Bidder's labor agreement; or
  9. is determined by the OWNER not to be responsible.
  10. is not in "Good Standing" with the OWNER as required in Article 21.0 in Section 00100 – Instructions to Bidders.
- B. If a Bidder fails to list a Subcontractor or lists more than one Subcontractor for the same portion of WORK, the Bidder shall be considered to have agreed to perform that portion of WORK without the use of a Subcontractor and to have represented the Bidder to be qualified to perform that WORK.
- C. A Bidder who attempts to circumvent the requirements of this section by listing as a Subcontractor another contractor who, in turn, sublets the majority of the WORK required under the contract violates this section.
- D. If a contract is awarded to a Bidder who violates this section, the OWNER may:
1. cancel the contract; or
  2. after notice and a hearing, assess a penalty on the Bidder in an amount that does not exceed 10 percent of the value of the subcontract at issue.
- E. On the Subcontractor Report, the apparent low Bidder must list any Subcontractors anticipated to perform WORK with a value of greater than one-half of one percent of the intended award amount, or \$2,000, whichever is less.
- F. An apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in this section may be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER will then consider the next lowest Bidder for award of the contract.

**END OF SECTION**

**SECTION 00500 - AGREEMENT**

THIS AGREEMENT is between THE CITY AND BOROUGH OF JUNEAU (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR) OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK.**

CONTRACTOR shall complete the WORK as specified or as indicated under the Bid Schedule of the OWNER's Bid Documents entitled **Contract No. DH22-024 Statter Harbor D Float Repairs.**

The WORK is generally described as follows: The WORK generally consists of the demolition and salvage of two damaged finger floats on D Float at Statter Harbor. The Contractor will de-tension and disconnect the existing, damaged finger float, install two new Owner-furnished concrete float modules, furnish and install new post-tensioning cables, including all required hardware. The Contractor will additionally install new pressure-treated timber walers and bullrails on the new float modules, including all required hardware. The Contractor will be required to submit a plan for de-tensioning the existing cables, and re-tensioning new cables which has been prepared by an experienced post-tension cable consultant.

The WORK to be paid under this contract shall include the following: Total Bid as shown in Section 00310 - Bid Schedule.

**ARTICLE 2. CONTRACT COMPLETION TIME.**

<u>Work Description</u>	<u>Completion Date</u>
Earliest Field Start	March 28, 2022
Substantial Completion Date	April 18, 2022
Final Completion Date	May 1, 2022

**ARTICLE 3. DATE OF AGREEMENT**

The date of this Agreement will be the date of the last signature on page three of this section.

**ARTICLE 4. LIQUIDATED DAMAGES.**

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual damages suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER **\$620** for each Day that expires after the completion time specified in Article 2 herein. The amount of liquidated damages specified above is agreed to be a reasonable estimate based on all facts known as of the date of this Agreement.

**ARTICLE 5. CONTRACT PRICE.**

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in the amount set forth in the Bid Schedule. The CONTRACTOR agrees to accept as full and complete payment for all WORK to be done in this contract for: **Contract No. DH22-024 Statter Harbor D Float Repairs**, those Lump Sum amounts as set forth in the Bid Schedule in the Contract Documents for this Project.

## SECTION 00500 - AGREEMENT

The total amount of this contract shall be \_\_\_\_\_ (\$ \_\_\_\_\_),  
except as adjusted in accordance with the provisions of the Bid Documents.

### ARTICLE 6. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

Progress payments will be paid in full in accordance with Article 14 of the General Conditions until ninety (90) percent of the Contract Price has been paid. The remaining ten (10) percent of the Contract Price may be retained, in accordance with applicable Alaska State Statutes, until final inspection, completion, and acceptance of the Project by the OWNER.

### ARTICLE 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the WORK consist of this Agreement (pages 00500-1 to 00500-6, inclusive) and the following sections of the Contract Documents:

- Table of Contents 2
- Notice Inviting Bids (pages 00030-1 to 00030-2, inclusive).
- Instructions to Bidders (pages 00100-1 to 00100-9, inclusive).
- Bid (pages 00300-1 to 00300-2, inclusive).
- Bid Schedule (pages 00310-1, inclusive).
- Bid Bond (page 00320-1, inclusive) or Bid Security.
- Subcontractor Report (pages 00360-1 to 00360-2, inclusive).
- Performance Bond (pages 00610-1 to 00610-2, inclusive).
- Payment Bond (pages 00620-1 to 00620-2, inclusive).
- Insurance Certificate(s).
- General Conditions (pages 00700-1 to 00700-48, inclusive).
- Supplementary General Conditions (pages 00800-1 to 00800-5, inclusive).
- Alaska Labor Standards, Reporting, and Prevailing Wage Determination (page 00830-1).
- Technical Specifications as listed in the Table of Contents.
- Drawings consisting of \_\_\_\_\_ sheets, as listed in the Table of Contents.
- Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- Change Orders which may be delivered or issued after the Date of the Agreement and which are not attached hereto.

There are no Contract Documents other than those listed in this Article 7. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.3 of the General Conditions.

### ARTICLE 8. MISCELLANEOUS.

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

**SECTION 00500 - AGREEMENT**

**ARTICLE 8. MISCELLANEOUS. (Cont'd.)**

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents. This Agreement shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement to be executed on the date listed below by OWNER.

**OWNER:**

**CONTRACTOR:**

\_\_\_\_\_ City and Borough of Juneau \_\_\_\_\_

\_\_\_\_\_ (Company Name) \_\_\_\_\_

\_\_\_\_\_ (Signature) \_\_\_\_\_

\_\_\_\_\_ (Signature) \_\_\_\_\_

By: Carl Uchytel, PE, Port Director  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name, Authority or Title)

Date: \_\_\_\_\_

CONTRACTOR Signature Date: \_\_\_\_\_

OWNER's address for giving notices:

CONTRACTOR's address for giving notices:

\_\_\_\_\_ 155 South Seward Street \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Juneau, Alaska 99801 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ 907-586-0292 907-586-0295 \_\_\_\_\_  
(Telephone) (Fax)

\_\_\_\_\_ (Telephone) (Fax) \_\_\_\_\_

\_\_\_\_\_ (E-mail address) \_\_\_\_\_

Contractor License No. \_\_\_\_\_

SECTION 00500 - AGREEMENT

CERTIFICATE  
(if Corporation)

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Board of Directors of the  
\_\_\_\_\_ a corporation existing under the laws of  
the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution  
was duly passed and adopted:

“RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ President  
of the Corporation, be and is hereby authorized to **execute the Agreement** with the CITY AND  
BOROUGH OF JUNEAU and this corporation and that the execution thereof, attested by the  
Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed  
of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the  
corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Secretary

(SEAL)



SECTION 00500 - AGREEMENT

CERTIFICATE  
(if Partnership)

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_ a partnership existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is hereby authorized to **execute the Agreement** with the CITY AND BOROUGH OF JUNEAU and this partnership and that the execution thereof, attested by the \_\_\_\_\_ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Secretary

(SEAL)

SECTION 00500 - AGREEMENT

CERTIFICATE  
(if Joint Venture)

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Principals of the  
\_\_\_\_\_ a joint venture existing under the laws of the  
State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and  
adopted:

"RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ of the  
Joint Venture, be and is hereby authorized to **execute the Agreement** with the CITY AND  
BOROUGH OF JUNEAU and this joint venture and that the execution thereof, attested by the  
\_\_\_\_\_ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary

(SEAL)

END OF SECTION

**SECTION 00610 - PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ a \_\_\_\_\_  
(Corporation, Partnership, Individual)

hereinafter called "Principal" and \_\_\_\_\_  
(Surety)

of \_\_\_\_\_, State of \_\_\_\_\_ hereinafter called the "Surety," are held and  
firmly bound to the CITY AND BOROUGH of JUNEAU, ALASKA hereinafter called "OWNER,"  
(Owner) (City and State)

for the penal sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_) in lawful money of the  
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has entered  
into a certain contract with the OWNER, the effective date of which is (CBJ Contracts Office to fill in effective  
date) \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the  
construction of:

**Statter Harbor D Float Repairs  
Contract No. DH22-024**

NOW, THEREFORE, if the Principal shall truly and faithfully perform its duties, all the undertakings,  
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any  
extensions thereof, which may be granted by the OWNER, with or without notice to the Surety, and if it shall  
satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the  
OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and  
repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this  
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed  
thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and  
it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the  
contract or to the WORK or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge  
the right of any beneficiary hereunder, whose claim may be unsatisfied.

**SECTION 00610 - PERFORMANCE BOND**

**Statter Harbor D Float Repairs  
Contract No. DH22-024**

IN WITNESS WHEREOF, this instrument is issued in two (2) identical counterparts, each one of which shall be deemed an original.

**CONTRACTOR:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street or P.O. Box)

\_\_\_\_\_  
(City, State, Zip Code)

**SURETY:**

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

Date Issued: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street or P.O. Box)

\_\_\_\_\_  
(City, State, Zip Code)

**(Affix SURETY'S SEAL)**

**NOTE: If CONTRACTOR is Partnership, all Partners must execute bond.**

**END OF SECTION**

**SECTION 00620 - PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ a \_\_\_\_\_  
(Corporation, Partnership, Individual)

hereinafter called "Principal" and \_\_\_\_\_  
(Surety)

of \_\_\_\_\_, State of \_\_\_\_\_ hereinafter called the "Surety," are held and  
firmly bound to the CITY AND BOROUGH of JUNEAU, ALASKA hereinafter called "OWNER,"  
(Owner) (City and State)

for the penal sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_) in lawful money of the  
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has entered  
into a certain contract with the OWNER, the effective date of which is (CBJ Contracts Office to fill in effective  
date) \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the  
construction of:

**Statter Harbor D Float Repairs  
Contract No. DH22-024**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,  
Subcontractors, and corporations furnishing materials for, or performing labor in the prosecution of the WORK  
provided for in such contract, and any authorized extension or modification thereof, including all amounts due  
for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or  
used in connection with the construction of such WORK, and all insurance premiums on said work, and for all  
labor performed in such WORK, whether by Subcontractor or otherwise, then this obligation shall be void;  
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the contract or to the work to be performed  
thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and  
it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the  
contract or to the WORK or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge  
the right of any beneficiary hereunder, whose claim may be unsatisfied.

**SECTION 00620 - PAYMENT BOND**

**Statter Harbor D Float Repairs  
Contract No. DH22-024**

IN WITNESS WHEREOF, this instrument is issued in two (2) identical counterparts, each one of which shall be deemed an original.

**CONTRACTOR:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street or P.O. Box)

\_\_\_\_\_  
(City, State, Zip Code)

**SURETY:**

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

Date Issued: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street or P.O. Box)

\_\_\_\_\_  
(City, State, Zip Code)

**(Affix SURETY'S SEAL)**

**NOTE: If CONTRACTOR is Partnership, all Partners must execute bond.**

**END OF SECTION**

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### ARTICLE 1 DEFINITIONS

Wherever used in these General Conditions or in the Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof. Where an entire word is capitalized in the definitions and is found not capitalized in the Contract Documents it has the ordinary dictionary definition.

Addenda - Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the Contract Documents.

Agreement - The written contract between the OWNER and the CONTRACTOR covering the WORK to be performed; other documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form furnished by the ENGINEER which is to be used by the CONTRACTOR to request progress or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Asbestos - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the price or prices for the WORK.

Bonds - Bid, Performance, and Payment Bonds and other instruments which protect against loss due to inability or refusal of the CONTRACTOR to perform its contract.

CBJ Project Manager - The authorized representative of the City and Borough of Juneau Engineering Department, as OWNER, who is responsible for administration of the contract.

Change Order - A document recommended by the ENGINEER, which is signed by the CONTRACTOR and the OWNER and authorizes an addition, deletion, or revision in the WORK, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents - The Table of Contents, Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits), Agreement, Performance Bond, Payment Bond, General Conditions, Supplementary General Conditions, Technical Specifications, Drawings, Permits, and all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents.

Contract Price - The total monies payable by the OWNER to the CONTRACTOR under the terms and conditions of the Contract Documents.

Contract Time - The number of successive calendar Days stated in the Contract Documents for the completion of the WORK.

CONTRACTOR - The individual, partnership, corporation, joint-venture or other legal entity with whom the OWNER has executed the Agreement.

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Day - A calendar day of 24 hours measured from midnight to the next midnight.

Defective WORK - WORK that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or WORK that has been damaged prior to the ENGINEER's recommendation of final payment.

Drawings - The Drawings, plans, maps, profiles, diagrams, and other graphic representations which indicate the character, location, nature, extent, and scope of the WORK and which have been prepared by the ENGINEER and are referred to in the Contract Documents. Shop Drawings are not within the meaning of this paragraph.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Engineer of Record - The individual, partnership, corporation, joint-venture or other legal entity named as such in the Contract Documents.

ENGINEER - The ENGINEER is the firm or person(s) selected by the City and Borough of Juneau (CBJ) to perform the duties of project inspection and management. CBJ will inform the CONTRACTOR of the identity of the ENGINEER at or before the Notice to Proceed.

Field Order - A written order issued by the ENGINEER which may or may not involve a change in the WORK.

General Requirements - Division 1 of the Technical Specifications.

Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 9603) as amended from time to time.

Holidays - The CBJ legal holidays occur on:

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. President's Day - Third Monday in February
4. Seward's Day - Last Monday in March
5. Memorial Day - Last Monday in May
6. Independence Day - July 4
7. Labor Day - First Monday in September
8. Alaska Day - October 18
9. Veteran's Day - November 11
10. Thanksgiving Day - Fourth Thursday and the following Friday in November
11. Christmas Day - December 25

If any holiday listed above falls on a Saturday, Saturday and the preceding Friday are both legal holidays. If the holiday should fall on a Sunday, Sunday and the following Monday are both legal holidays.

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Inspector - The authorized representative of the ENGINEER assigned to make detailed inspections for conformance to the Contract Documents. Any reference to the Resident Project Representative in this document shall mean the Inspector.

Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes, and/or orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Mechanic's Lien - A form of security, an interest in real property, which is held to secure the payment of an obligation. When referred to in these Contract Documents, "Mechanic's Lien" or "lien" means "Stop Notice".

Milestone - A principal event specified in the Contract Documents relating to an intermediate completion date of a portion of the WORK, or a period of time within which the portion of the WORK should be performed prior to Substantial Completion of all the WORK.

Notice of Award - The written notice by the OWNER to the apparent successful bidder stating that the apparent successful bidder has complied with all conditions for award of the contract.

Notice of Completion - A form signed by the ENGINEER and the CONTRACTOR recommending to the OWNER that the WORK is Substantially Complete and fixing the date of Substantial Completion. After acceptance of the WORK by the OWNER's governing body, the form is signed by the OWNER and filed with the County Recorder. This filing starts the 30-day lien filing period on the WORK.

Notice to Proceed - The written notice issued by the OWNER to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK and establishing the date of commencement of the Contract Time.

Notice of Intent to Award - The written notice by the OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the requirements listed therein, within the time specified, the OWNER will enter into an Agreement.

OWNER - The City and Borough of Juneau (CBJ), acting through its legally designated officials, officers, or employees.

Partial Utilization - Use by the OWNER or a substantially completed part of the WORK for the purpose for which it is intended prior to Substantial Completion of all the WORK.

PCB's - Polychlorinated biphenyls.

PERMITTEE – See definition for CONTRACTOR.

Petroleum - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

Project - The total construction of which the WORK to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

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Radioactive Material - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

Shop Drawings - All Drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the CONTRACTOR and submitted by the CONTRACTOR, to the ENGINEER, to illustrate some portion of WORK.

Specifications - Same definition as "Technical Specifications" hereinafter.

Stop Notice - A legal remedy for Subcontractors and suppliers who contribute to public works, but who are not paid for their WORK, which secures payment from construction funds possessed by the OWNER. For public property, the Stop Notice remedy is designed to substitute for mechanic's lien rights.

Sub-Consultant - The individual, partnership, corporation, joint-venture or other legal entity having a direct contract with ENGINEER, or with any of its Consultants to furnish services with respect to the Project.

Subcontractor - An individual, partnership, corporation, joint-venture or other legal entity having a direct contract with the CONTRACTOR, or with any of its Subcontractors, for the performance of a part of the WORK at the site.

Substantial Completion - Refers to when the WORK has progressed to the point where, in the opinion of the ENGINEER as evidenced by Notice of Completion as applicable, it is sufficiently complete, in accordance with the Contract Documents, so that the WORK can be utilized for the purposes for which it is intended; or if no such notice is issued, when final payment is due in accordance with Paragraph 14.8. The terms "substantially complete" and "substantially completed" as applied to any WORK refer to substantial completion thereof.

Supplementary General Conditions (SGC) - The part of the Contract Documents which make additions, deletions, or revisions to these General Conditions.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman, or vendor.

Technical Specifications - Divisions 1 through 16 of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the WORK.

Underground Utilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

WORK, Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. WORK is the result of performing, or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

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### ARTICLE 2 PRELIMINARY MATTERS

- 2.1 DELIVERY OF BONDS/INSURANCE CERTIFICATES. When the CONTRACTOR delivers the signed Agreements to the OWNER, the CONTRACTOR shall also deliver to the OWNER such Bonds and Insurance Policies and Certificates as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.
- 2.2 COPIES OF DOCUMENTS. The OWNER shall furnish to the CONTRACTOR the required number of copies of the Contract Documents specified in the Supplementary General Conditions.
- 2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED. The Contract Time will start to run on the commencement date stated in the Notice to Proceed.
- 2.4 STARTING THE WORK
- A. The CONTRACTOR shall begin to perform the WORK within 10 days after the commencement date stated in the Notice to Proceed, but no WORK shall be done at the site prior to said commencement date.
- B. Before undertaking each part of the WORK, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the ENGINEER any conflict, error, or discrepancy which the CONTRACTOR may discover and shall obtain a written interpretation or clarification from the ENGINEER before proceeding with any WORK affected thereby.
- C. The CONTRACTOR shall submit to the ENGINEER for review those documents called for under Section 01300 - CONTRACTOR Submittals in the General Requirements.
- 2.5 PRE-CONSTRUCTION CONFERENCE. The CONTRACTOR is required to attend a Pre-Construction Conference. This conference will be attended by the ENGINEER and others as appropriate in order to discuss the WORK in accordance with the applicable procedures specified in the General Requirements, Section 01010 - Summary of WORK in the General Requirements.
- 2.6 FINALIZING CONTRACTOR SUBMITTALS. At least 7 days before submittal of the first Application for Payment a conference attended by the CONTRACTOR, the ENGINEER and others as appropriate will be held to finalize the initial CONTRACTOR submittals in accordance with the General Requirements. As a minimum the CONTRACTOR's representatives should include the project manager and schedule expert. The CONTRACTOR should plan on this meeting taking no less than 8 hours. If the submittals are not finalized at the end of the meeting, additional meetings will be held so that the submittals can be finalized prior to the submittal of the first application for payment. No application for payment will be processed until CONTRACTOR submittals are finalized.

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### ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

#### 3.1 INTENT

- A. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR concerning the WORK. The Contract Documents shall be construed as a whole in accordance with Alaska Law.
- B. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, or equipment such words or phrases shall be interpreted in accordance with that meaning, unless a definition has been provided in Article 1 of the General Conditions. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the OWNER, the CONTRACTOR, or the ENGINEER or any of their consultants, agents, or employees from those set forth in the Contract Documents.
- C. If, during the performance of the WORK, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the WORK or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, the CONTRACTOR shall report it to the ENGINEER in writing at once, and the CONTRACTOR shall not proceed with the WORK affected thereby (except in an emergency as authorized by the ENGINEER) until a clarification field order, or Change Order to the Contract Documents has been issued.

#### 3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

- A. In resolving conflicts resulting from, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
  - 1. Permits from other agencies as may be required by law, excepting the definition of "PERMITEE" in these permits.
  - 2. Field Orders
  - 3. Change Orders
  - 4. ENGINEER's written interpretations and clarifications.
  - 5. Agreement
  - 6. Addenda
  - 7. CONTRACTOR's Bid (Bid Form)
  - 8. Supplementary General Conditions
  - 9. Notice Inviting Bids



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10. Instructions to Bidders
11. General Conditions
12. Technical Specifications
13. Drawings

B. With reference to the Drawings the order of precedence is as follows:

1. Figures govern over scaled dimensions
2. Detail Drawings govern over general Drawings
3. Addenda/ Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over standard drawings

3.3 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS. The Contract Documents may be amended to provide for additions, deletions, and revisions in the WORK or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10 CHANGES IN THE WORK).

3.4 REUSE OF DOCUMENTS. Neither the CONTRACTOR, nor any Subcontractor or Supplier, nor any other person or organization performing any of the WORK under a contract with the OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications, or other documents used on the WORK, and they shall not reuse any of them on the extensions of the Project or any other project without written consent of the OWNER.

### ARTICLE 4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 AVAILABILITY OF LANDS. The OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the WORK is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the CONTRACTOR shall not enter upon nor use any property not under the control of the OWNER until a written temporary construction easement, lease or other appropriate agreement has been executed by the CONTRACTOR and the property owner, and a copy of said agreement furnished to the ENGINEER prior to said use; and, neither the OWNER nor the ENGINEER shall be liable for any claims or damages resulting from the CONTRACTOR's unauthorized trespass or use of any such properties.

#### 4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES

A. Explorations and Reports. Reference is made to SGC 4.2 Physical Conditions of the Supplementary General Conditions for identification of those reports of explorations and tests of sub-surface conditions at the site that have been utilized by the ENGINEER in the preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, however, reports are not to be considered complete or comprehensive and nontechnical data, interpretations, and opinions contained in such reports are not to be relied on by the CONTRACTOR. The CONTRACTOR is

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responsible for any further explorations or tests that may be necessary and any interpretation, interpolation, or extrapolation that it makes of any information shown in such reports.

- B. Existing Structures. Reference is made to SGC 4.2 Physical Conditions of the Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities referred to in Paragraph 4.4 herein) which are at or contiguous to the site that have been utilized by the ENGINEER in the preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, however, nontechnical data, interpretations, and opinions contained in such drawings are not to be relied on by the CONTRACTOR. The CONTRACTOR is also responsible for any interpretation, interpolation, or extrapolation that it makes of any information shown in such drawings.

### 4.3 DIFFERING SITE CONDITIONS

- A. The CONTRACTOR shall promptly upon discovery (but in no event later than 14 days thereafter) and before the following conditions are disturbed, notify the ENGINEER, in writing of any:
  - 1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Article 1 of these General Conditions, or asbestos, PCB's, petroleum or any other substance or material posing a threat to human or to the environment.
  - 2. Subsurface or latent physical conditions at the site differing from those indicated.
  - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the contract.
- B. The OWNER shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the WORK shall issue a Change Order under the procedures described in the contract.
- C. In the event that a dispute arises between the OWNER and the CONTRACTOR whether the conditions materially differ, or involved hazardous waste or other materials listed above, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the WORK, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all WORK to be performed under the contract. The CONTRACTOR shall retain any and all rights provided either by contract or by Law which pertain to the resolution of disputes and protests between the contracting parties.

### 4.4 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

- A. Indicated. The information and data indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the OWNER or the ENGINEER by the owners of such Underground Utilities or by others. Unless it is expressly provided in the Supplementary General Conditions and/or Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements, the OWNER and the ENGINEER shall not be responsible for the accuracy or

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completeness of any such information or data, and the CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Utilities indicated in the Contract Documents, for coordination of the WORK with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the WORK, the cost of which will be considered as having been included in the Contract Price.

- B. Not Indicated. If an Underground Utility is uncovered or revealed at or contiguous to the site which was not indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall identify the owner of such Underground Utility and give written notice thereof to that owner and shall notify the ENGINEER in accordance with the requirements of the Supplementary General Conditions and Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements.

### 4.5 REFERENCE POINTS

- A. The ENGINEER will provide one bench mark, near or on the site of the WORK, and will provide two points near or on the site to establish a base line for use by the CONTRACTOR for alignment control. Unless otherwise specified in the General Requirements, the CONTRACTOR shall furnish all other lines, grades, and bench marks required for proper execution of the WORK.
- B. The CONTRACTOR shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its Subcontractor's employees, the CONTRACTOR shall be responsible for the accurate replacement of such reference points by personnel qualified under the Alaska Statute governing the licensing of Architects, Engineers, and Land Surveyors.

### 4.6 USE OF THE CBJ/STATE LEMON CREEK GRAVEL PIT

- A. On City and Borough of Juneau (CBJ) construction projects, the CBJ may make unclassified material available to CONTRACTORs, from the CBJ/State Lemon Creek gravel pit, at a rate less than charged other customers. CONTRACTORs are not required to use material from the CBJ/State pit and the CBJ makes no guarantee as to the quantity or quality of the available material. For this Project, the price shall be \$1.90 per ton.
- B. CONTRACTORs proposing to use gravel from the CBJ/State pit are required to be in good standing for all amounts owed to the CBJ, for previous gravel operations, prior to submitting a mining plan for approval. CONTRACTORs using the pit must comply with Allowable Use Permit USE 98-00047. Failure to meet these requirements, if so subject, shall be sufficient reason to deny use of the CBJ/State pit as a gravel source. To determine if your company is subject to these requirements, contact the CBJ Engineering Department, Gravel Pit Management, at (907) 586-0800.
- C. CONTRACTORs deciding to use material from the CBJ/State pit shall provide an Individual Mining Plan prepared by a professional engineer registered in the State of Alaska. The Individual Mining Plan must be reviewed and approved by the CBJ, prior to commencing operations within the pit. CONTRACTORs shall also secure a Performance Bond to ensure

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compliance with contract provisions, including any Individual Mining Plan stipulations. The bond shall remain in full force and effect until a release is obtained from the CBJ.

- D. If CONTRACTOR operations for a project do not exceed 500 tons of material, the CONTRACTOR will not be required to provide an Individual Mining Plan prepared by an engineer. However, the CONTRACTOR must submit an Individual Mining Plan that is in compliance with Allowable Use Permit USE 98-00047 for gravel extraction within the CBJ/State pit. The CONTRACTOR must contact the CBJ Engineering Department for conditions for the extraction.
- E. CONTRACTORS using the CBJ material may do primary dry separation (screening) of materials within the pit. Crushing and washing of material will not be allowed. CONTRACTORS shall account for placement of materials removed from the pit. The CBJ may require CONTRACTORS to cross-check weight tickets, submit to an audit, or participate in other measures required by the CBJ to ensure accountability. Unprocessed overburden removed from the pit will not be weighed. All other material mined will be weighed at the CBJ scale. CONTRACTORS will be responsible for loading and/or screening their own material. If asphalt pavement is removed as part of the WORK, CONTRACTORS shall dispose of the material at a to-be-specified location within the pit area, as directed by the CBJ Project Manager.
- F. The gravel pit overhead charge shall be paid to the CBJ by the CONTRACTOR within 60 days after removal of all materials from the pit and prior to requesting and/or receiving final payment. Upon completion of each excavation CONTRACTORS shall notify the CBJ, in writing, in sufficient time to perform a field-compliance examination prior to vacating the pit. Any significant deviation from the stipulations of the Individual Mining Plan identified during the field inspection shall be corrected by the CONTRACTOR prior to release of the bond. A signed release from CBJ will be required prior to releasing the CONTRACTOR's bond.
- G. If asphalt pavement is removed as part of this WORK, the CONTRACTOR shall dispose of the material at the location designated as the Asphalt Storage Facility, or as directed by the ENGINEER.
- H. The CBJ/State pit is a seasonal operation. The hours of operation are from 7:00 a.m. to 6:00 p.m., Monday through Friday, from April 1 through October 15 of the year. CONTRACTORS may obtain gravel on weekends, or during the off-season, by applying for a separate agreement with the City and Borough of Juneau Engineering Department. The CONTRACTOR will be responsible for any additional costs incurred during weekend or off-season operations at the gravel pit.
- I. All Contractors/Equipment Operators using the CBJ/State Pit shall be in compliance with Federal Mine Safety and Health Administration regulations for quarry and gravel operations.

## ARTICLE 5 BONDS AND INSURANCE

### 5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS

- A. The CONTRACTOR shall furnish, when required, Performance and Payment Bonds on forms provided by the CBJ for the penal sums of 100% of the amount of the Bid award. The

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surety on each bond may be any corporation or partnership authorized to do business in the State of Alaska as an insurer under AS 21.09. These bonds shall remain in effect for 12 months after the date of final payment and until all obligations and liens under this contract have been satisfied. The CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

- B. If the surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 7 days thereafter substitute another Bond and Surety, which must be acceptable to the OWNER.
- C. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the State of Alaska to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions. The City Engineer may, on behalf of the OWNER, notify the surety of any potential default or liability.

### 5.2 INSURANCE

- A. The CONTRACTOR shall purchase and maintain the insurance required under this paragraph. Such insurance shall include the specific coverages set out herein and be written for not less than the limits of liability and coverages provided in the Supplementary General Conditions, or required by law, whichever are greater. All insurance shall be maintained continuously during the life of the Agreement up to the date of Final Completion and at all times thereafter when the CONTRACTOR may be correcting, removing, or replacing Defective WORK in accordance with Paragraph 13.6, but the CONTRACTOR's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.
- B. All insurance required by the Contract Documents to be purchased and maintained by the CONTRACTOR shall be obtained from insurance companies that are duly licensed or authorized in the State of Alaska to issue insurance policies for the limits and coverages so required. Such insurance companies shall have a current Best's Rating of at least an "A" (Excellent) general policy holder's rating and a Class VII financial size category and shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.
- C. The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, reduced in coverage, or renewal refused until at least 30 days' prior written

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notice has been given to the OWNER by certified mail. All such insurance required herein (except for Workers' Compensation and Employer's Liability) shall name the OWNER, its Consultants and subconsultants and their officers, directors, agents, and employees as "additional insureds" under the policies. The CONTRACTOR shall purchase and maintain the following insurance:

1. Workers' Compensation and Employer's Liability. This insurance shall protect the CONTRACTOR against all claims under applicable state workers' compensation laws. The CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. This policy shall include an "all states" endorsement. The CONTRACTOR shall require each Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such WORK unless such employees are covered by the protection afforded by the CONTRACTOR's Workers' Compensation Insurance. In case any class of employees is not protected, under the Workers' Compensation Statute, the CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.
2. Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims arising from injuries to persons other than its employees or damage to property of the OWNER or others arising out of any act or omission of the CONTRACTOR or its agents, employees, or Subcontractors. The policy shall contain no exclusions for any operations within the scope of this contract.
3. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Coverage for hired motor vehicles should include endorsement covering liability assumed under this Agreement.
4. Subcontractor's Commercial General Liability Insurance and Commercial Automobile Liability Insurance. The CONTRACTOR shall either require each of its Subcontractors to procure and to maintain Subcontractor's Commercial General Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplementary General Conditions or insure the activities of its Subcontractors in the CONTRACTOR's own policy, in like amount.
5. Builder's Risk. This insurance shall be of the "all risks" type, shall be written in completed value form, and shall protect the CONTRACTOR, the OWNER, and the ENGINEER, against risks of damage to buildings, structures, and materials and equipment. The amount of such insurance shall be not less than the insurable value of the WORK at completion. Builder's risk insurance shall provide for losses to be payable to the CONTRACTOR and the OWNER, as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the CONTRACTOR, the OWNER, and the ENGINEER. The Builder's Risk policy shall insure against all risks of direct physical loss or damage to property from any external

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cause including flood and earthquake. Allowable exclusions, if any, shall be as specified in the Supplementary General Conditions.

### ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

#### 6.1 SUPERVISION AND SUPERINTENDENCE

- A. The CONTRACTOR shall supervise, inspect, and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental thereto. The CONTRACTOR shall be responsible to see that the completed WORK complies accurately with the Contract Documents.
- B. The CONTRACTOR shall designate in writing and keep on the WORK site at all times during its progress a technically qualified, English-speaking superintendent, who is an employee of the CONTRACTOR and who shall not be replaced without written notice to the OWNER and the ENGINEER. The superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall issue all its communications to the OWNER through the ENGINEER and the ENGINEER only.
- C. The CONTRACTOR's superintendent shall be present at the site of the WORK at all times while WORK is in progress. Failure to observe this requirement shall be considered suspension of the WORK by the CONTRACTOR until such time as such superintendent is again present at the site.

#### 6.2 LABOR, MATERIALS, AND EQUIPMENT

- A. The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the WORK and perform construction as required by the Contract Documents. The CONTRACTOR shall furnish, erect, maintain, and remove the construction plant and any temporary works as may be required. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the WORK or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all WORK at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without the OWNER's written consent. The CONTRACTOR shall apply for this consent through the ENGINEER.
- B. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the Change Order specifically authorizes

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the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

- C. All costs of inspection and testing performed during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The OWNER shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR.
  - D. Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the WORK.
  - E. All materials and equipment to be incorporated into the WORK shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the OWNER. If required by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to the ENGINEER, or any of the ENGINEER consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.9C and 9.9D.
  - F. The CONTRACTOR shall at all times employ sufficient labor and equipment for prosecuting the several classes of WORK to full completion in the manner and time set forth in and required by these specifications. All workers shall have sufficient skill and experience to perform properly the WORK assigned to them. Workers engaged in special WORK, or skilled WORK, shall have sufficient experience in such WORK and in the operation of the equipment required to perform all WORK, properly and satisfactorily.
  - G. Any person employed by the CONTRACTOR or by any Subcontractor who, in the opinion of the ENGINEER, does not perform the WORK in a proper and skillful manner, or is intemperate or disorderly shall, at the written request of the ENGINEER, be removed forthwith by the CONTRACTOR or Subcontractor employing such person, and shall not be employed again in any portion of the WORK without the approval of the ENGINEER. Should the CONTRACTOR fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the WORK, the ENGINEER may suspend the WORK by written notice until such orders are complied with.
- 6.3 ADJUSTING PROGRESS SCHEDULE. The CONTRACTOR shall submit monthly updates of the progress schedule to the ENGINEER for acceptance in accordance with the provisions in Section 01300 - CONTRACTOR Submittals in the General Requirements.



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- 6.4 SUBSTITUTES OR "OR-EQUAL" ITEMS. The CONTRACTOR shall submit proposed substitutes or "or-equal" items in accordance with the provisions in Section 01300 - CONTRACTOR Submittals in the General Requirements.
- 6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS.
- A. The CONTRACTOR shall be responsible to the OWNER and the ENGINEER for the acts and omissions of its Subcontractors and their employees to the same extent as CONTRACTOR is responsible for the acts and omissions of its own employees. Nothing contained in this Paragraph shall create any contractual relationship between any Subcontractor and the OWNER or the ENGINEER nor relieve the CONTRACTOR of any liability or obligation under the prime contract.
- B. The CONTRACTOR shall perform not less than 40% of the WORK with its own forces (i.e., without subcontracting). The 40% requirement shall be understood to mean that the CONTRACTOR shall perform, with its own organization, WORK amounting to at least 40% of the awarded contract amount. The 40% requirement will be calculated based upon the total of the subcontract amounts submitted for contract award, and any other information requested by the OWNER from the apparent low bidder.
- 6.6 PERMITS
- A. Unless otherwise provided in the Supplementary General Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this contract shall not be made the basis for claims for additional compensation. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids. The CONTRACTOR shall pay all charges of utility owners for connections to the WORK.
- B. These Contract Documents may require that the WORK be performed within the conditions and/or requirements of local, state and/or federal permits. These permits may be bound within the Contract Documents, included within the Contract Documents by reference, or included as part of the WORK, as designated in this Section. The CONTRACTOR is responsible for completing the WORK required for compliance with all permit requirements; this WORK is incidental to other items in the Contract Documents. Any reference to the PERMITTEE in the permits shall mean the CONTRACTOR. If any permits were acquired by the OWNER, this action was done to expedite the start of construction. If the CONTRACTOR does not complete the WORK within the specified permit window, the CONTRACTOR shall be responsible for the permit extension, and for completing any additional requirements placed upon the permit.
- C. The OWNER shall apply for, and obtain, the necessary building permit for this Project, however, the CONTRACTOR is responsible for scheduling and coordinating all necessary inspections. The CBJ Inspection number is 586-1703. All other provisions of this Section remain in effect.

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- 6.7 PATENT FEES AND ROYALTIES. The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product, software or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the WORK and if to the actual knowledge of the OWNER or the ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the OWNER in the Contract Documents. The CONTRACTOR shall indemnify, defend and hold harmless the OWNER and the ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the WORK or resulting from the incorporation in the WORK of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.
- 6.8 LAWS AND REGULATIONS. The CONTRACTOR shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK. If any discrepancy or inconsistency should be discovered in this contract in relation to any such law, ordinance, code, order, or regulation, the CONTRACTOR shall report the same in writing to the ENGINEER. The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER, and their officers, agents, and employees against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees, Subcontractors, or third parties. Any particular law or regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations. The OWNER may, per AS 36.30, audit the CONTRACTOR's or Subcontractor(s) records that are related to the cost or pricing data for this contract, all related Change Orders, and/or contract modifications.
- 6.9 TAXES. The CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by the CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the WORK.
- 6.10 USE OF PREMISES. The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the Project site, (2) the land and areas identified in and permitted by the Contract Documents, and (3) the other land and areas permitted by Laws and Regulations, rights-of-way, permits, leases and easements. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the OWNER or the ENGINEER by any such owner or occupant because of the performance of the WORK, the CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation. The CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the OWNER and the ENGINEER harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the OWNER, the ENGINEER, their Consultants, Sub-consultants, and the officers,

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directors, employees and agents of each and any of them to the extent caused by or based upon the CONTRACTOR's performance of the WORK.

### 6.11 SAFETY AND PROTECTION

- A. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all employees on the WORK and other persons and organizations who may be affected thereby;
  2. all the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site; and
  3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. The CONTRACTOR shall comply with all applicable Laws and Regulations whether referred to herein or not) of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. The CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and program.
- D. Materials that contain hazardous substances or mixtures may be required on the WORK. A Material Safety Data Sheet shall be requested by the CONTRACTOR from the manufacturer of any hazardous product used.
- E. Material usage shall be accomplished with strict adherence to all safety requirements and all manufacturer's warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.
- F. The CONTRACTOR shall be responsible for coordinating communications on any exchange of Material Safety Data Sheets or other hazardous material information that is required to be made available to, or exchanged between, or among, employers at the site in accordance with Laws or Regulations.
- G. The CONTRACTOR shall notify the ENGINEER if it considers a specified product or its intended usage to be unsafe. This notification must be given to the ENGINEER prior to the product being ordered, or if provided by some other party, prior to the product being incorporated in the WORK.

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### 6.12 SHOP DRAWINGS AND SAMPLES

- A. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the CONTRACTOR shall submit to the ENGINEER for review, all Shop Drawings in accordance with Section 01300 - CONTRACTOR Submittals in the General Requirements.
- B. The CONTRACTOR shall also submit to the ENGINEER for review all samples in accordance with Section 01300 - CONTRACTOR Submittals in the General Requirements.
- C. Before submittal of each shop drawing or sample, the CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the WORK and the Contract Documents.

6.13 CONTINUING THE WORK. The CONTRACTOR shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with the OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the OWNER may otherwise agree in writing.

### 6.14 INDEMNIFICATION

- A. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER, their Consultants, Sub-consultants and the officers, directors, employees, and agents of each and any of them, against and from all claims and liability arising under, by reason of or incidentally to the contract or any performance of the WORK, but not from the sole negligence or willful misconduct of the OWNER, and the ENGINEER. Such indemnification by the CONTRACTOR shall include but not be limited to the following:
  - 1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, its employees, or agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR, its employees, agents, or third parties;
  - 2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR's or Subcontractor's own employees engaged in the WORK resulting in actions brought by or on behalf of such employees against the OWNER, and the ENGINEER;
  - 3. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the CONTRACTOR, its employees, or agents;
  - 4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its employees, or agents in the performance of this contract of any copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, computer software, article, or appliance, unless otherwise specifically stipulated in this contract.

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5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the OWNER or any other parties by the CONTRACTOR, its employees, or agents;
  6. Liabilities or claims arising directly or indirectly from the willful or criminal misconduct of the CONTRACTOR, its employees, or agents; and,
  7. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the CONTRACTOR.
- B. The CONTRACTOR shall reimburse the ENGINEER and the OWNER for all costs and expenses, (including but not limited to fees and charges of engineers, attorneys, and other professionals and court costs including all costs of appeals) incurred by said OWNER, and the ENGINEER in enforcing the provisions of this Paragraph 6.14.
- C. The indemnification obligation under this Paragraph 6.14 shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any such Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 6.15 **CONTRACTOR'S DAILY REPORTS.** The CONTRACTOR shall complete a daily report indicating total manpower for each construction trade, major equipment on site, each Subcontractor's manpower, weather conditions, etc., involved in the performance of the WORK. The daily report shall be completed on forms provided by the ENGINEER and shall be submitted to the ENGINEER at the conclusion of each workday. The report should comment on the daily progress and status of the WORK within each major component of the WORK. These components will be decided by the ENGINEER. CONTRACTOR shall record the name, affiliation, time of arrival and departure, and reason for visit for all visitors to the location of the WORK.
- 6.16 **ASSIGNMENT OF CONTRACT.** The CONTRACTOR shall not assign, sublet, sell, transfer, or otherwise dispose of the contract or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the OWNER except as imposed by law. If the CONTRACTOR violates this provision, the contract may be terminated at the option of the OWNER. In such event, the OWNER shall be relieved of all liability and obligations to the CONTRACTOR and to its assignee or transferee, growing out of such termination.
- 6.17 **CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES.** It is understood that any turn-on or turn-off, line locates and any other work or assistance necessary by the CBJ Water Utilities Division, will be at the CONTRACTOR's expense unless otherwise stated in the bid documents. All cost must be agreed to prior to any related actions, and will be considered incidental to the project cost. Billing to the CONTRACTOR will be direct from the CBJ Water Utilities Division.
- 6.18 **OPERATING WATER SYSTEM VALVES**
- A. The CONTRACTOR shall submit a written request, to the ENGINEER, for approval to operate any valve on any in-service section of the CBJ water system. The request must be submitted at least 24-hours prior to operating any valves. The CBJ Water Utilities Division reserves the right to approve or deny the request. The request shall specifically identify each valve to be operated, the time of operation, and the operation to be performed. The

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CONTRACTOR shall obtain the written approval of the ENGINEER for any scheduled operation before operating any valve.

- B. The CONTRACTOR shall be responsible for all damages, both direct and consequential, to the City or any other party, caused by unauthorized operation of any valve of the CBJ water system.

6.19 CONTRACTOR'S WORK SCHEDULE LIMITATIONS. Construction of Buildings and Projects. It is unlawful to operate any pile driver, power shovel, pneumatic hammer, derrick, power hoist, or similar heavy construction equipment before 7:00 a.m. or after 10:00 p.m., Monday through Friday, or before 9:00 a.m. or after 10:00 p.m., Saturday and Sunday, unless a permit shall first be obtained from the City and Borough Building Official. Such permit shall be issued by the Building Official only upon a determination that such operation during hours not otherwise permitted hereunder is necessary and will not result in unreasonable disturbance to surrounding residents.

### ARTICLE 7 OTHER WORK

#### 7.1 RELATED WORK AT SITE

- A. The OWNER may perform other work related to the Project at the site by the OWNER's own forces, have other work performed by utility owners, or let other direct contracts therefor which may contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work.
- B. The CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (or the OWNER, if the OWNER is performing the additional work with the OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the WORK with theirs. The CONTRACTOR shall do all cutting, fitting, and patching of the WORK that may be required to make its several parts come together properly and integrate with such other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and the others whose work will be affected.
- C. If the proper execution or results of any part of the CONTRACTOR's work depends upon the work of any such other contractor or utility owner (or OWNER), the CONTRACTOR shall inspect and report to the ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results. The CONTRACTOR's failure to report such delays, defects, or deficiencies will constitute an acceptance of the other work as fit and proper for integration with the CONTRACTOR's work except for latent or nonapparent defects and deficiencies in the other work.

7.2 COORDINATION. If the OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary General Conditions, and the specific matters to be covered by such authority and

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responsibility will be itemized and the extent of such authority and responsibilities will be provided in the Supplementary General Conditions.

### ARTICLE 8 OWNER'S RESPONSIBILITIES

#### 8.1 COMMUNICATIONS

- A. The OWNER shall issue all its communications to the CONTRACTOR through the ENGINEER.
- B. The CONTRACTOR shall issue all its communications to the OWNER through the ENGINEER.

8.2 PAYMENTS. The OWNER shall make payments to the CONTRACTOR as provided in Paragraphs 14.5, 14.8, 14.9 and 14.10.

8.3 LANDS, EASEMENTS, AND SURVEYS. The OWNER's duties in respect of providing lands and easements and providing surveys to establish reference points are set forth in Paragraphs 4.1 and 4.5.

8.4 CHANGE ORDERS. The OWNER shall execute Change Orders as indicated in Paragraph 10.1F.

8.5 INSPECTIONS AND TESTS. The OWNER's responsibility in respect of inspections, tests, and approvals is set forth in Paragraph 13.3.

8.6 SUSPENSION OF WORK. In connection with the OWNER's right to stop WORK or suspend WORK, see Paragraphs 13.4 and 15.1.

8.7 TERMINATION OF AGREEMENT. Paragraphs 15.2 and 15.3 deal with the OWNER's right to terminate services of the CONTRACTOR.

### ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION

9.1 OWNER'S REPRESENTATIVE. The ENGINEER will be the OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER's representative during construction are set forth in the Contract Documents.

9.2 VISITS TO SITE. The ENGINEER will make visits to the site during construction to observe the progress and quality of the WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents. Exhaustive or continuous on-site inspections to check the quality or quantity of the WORK will not be required of the ENGINEER. The ENGINEER will not, during such visits, or as a result of such observations of the CONTRACTOR's WORK in progress, supervise, direct, or have control over the CONTRACTOR's WORK.

9.3 PROJECT REPRESENTATION. The ENGINEER may furnish an Inspector to assist in observing the performance of the WORK. The duties, responsibilities, and limitations of authority are as follows:

- A. Duties, Responsibilities and Limitations of Authority of Inspector

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General. The Inspector, who is the ENGINEER's Agent, will act as directed by and under the supervision of the ENGINEER and will confer with the ENGINEER regarding its actions. The Inspector's dealings in matters pertaining to the on-site WORK shall, in general, be only with the ENGINEER and the CONTRACTOR, and dealings with Subcontractors shall only be through or with the full knowledge of the CONTRACTOR. Written communication with the OWNER will be only through or as directed by the ENGINEER.

Duties and Responsibilities. The Inspector may:

1. Review the progress schedule, list of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the ENGINEER concerning their acceptability.
2. Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
3. Serve as the ENGINEER's liaison with the CONTRACTOR, working principally through the CONTRACTOR's superintendent and assist said superintendent in understanding the intent of the Contract Documents. Assist the ENGINEER in serving as the OWNER's liaison with the CONTRACTOR when the CONTRACTOR's operations affect the OWNER's on-site operations.
4. As requested by the ENGINEER, assist in obtaining from the OWNER additional details or information, when required at the site for proper execution of the WORK.
5. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by the CONTRACTOR and notify the ENGINEER of their availability for examination.
6. Conduct on-site observations of the WORK in progress to assist the ENGINEER in determining if the WORK is proceeding in accordance with the Contract Documents.
7. Report to the ENGINEER whenever the Inspector believes that any WORK is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspection, tests or approval required to be made or has been damaged prior to final payment; and advise the ENGINEER when the Inspector believes WORK should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
8. Verify that the tests, equipment, and systems startups and operating and maintenance instruction are conducted as required by the Contract Documents and in presence of the required personnel, and that the CONTRACTOR maintains adequate records thereof; observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups.
9. Accompany visiting inspectors representing public or other agencies having jurisdiction over the WORK, record the outcome of these inspections, and report to the ENGINEER.
10. Transmit to the CONTRACTOR the ENGINEER's clarifications and interpretations of the Contract Documents.
11. Consider and evaluate the CONTRACTOR's suggestions for modifications in the Contract Documents and report them with recommendations to the ENGINEER.
12. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and sample submittals, reproductions of original Contract Documents including all addenda, Change Orders, field orders, additional Drawings issued



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subsequent to the execution of the contract, the ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.

13. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list all project visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of performing and observing test procedures. Send copies to the ENGINEER.
14. Record names, addresses, and telephone numbers of the CONTRACTOR, Subcontractors, and major suppliers of materials and equipment.
15. Furnish the ENGINEER with periodic reports as required of progress of the WORK and the CONTRACTOR's compliance with the accepted progress schedule and schedule of CONTRACTOR submittals.
16. Consult with the ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the WORK.
17. Report immediately to the ENGINEER upon the occurrence of any accident.
18. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submittal and forward them with recommendations to the ENGINEER, noting particularly their relation to the schedule of values, WORK completed, and materials and equipment delivered at the site but not incorporated in the WORK.
19. During the course of the WORK, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed; and deliver this material to the ENGINEER for its review and forwarding to the OWNER prior to final acceptance of the WORK.
20. Before the ENGINEER prepares a Certificate of Substantial Completion/Notice of Completion, as applicable, review the CONTRACTOR's punch list items requiring completion or correction and add any items that CONTRACTOR has omitted.
21. Conduct final inspection in the company of the ENGINEER, the OWNER, and the CONTRACTOR, and prepare a final punch list of items to be completed or corrected.
22. Verify that all items on the punch list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

Limitations of Authority. Except upon written instruction of the ENGINEER, the Inspector:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute material or equipment.
2. Shall not exceed limitations on the ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of the CONTRACTOR, Subcontractors or CONTRACTOR's superintendent, or expedite the WORK.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the WORK.

9.4 CLARIFICATIONS AND INTERPRETATIONS. The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract

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Documents (in the form of Drawings or otherwise) as the ENGINEER may determine necessary, which shall be consistent with, or reasonably inferred from, the overall intent of the Contract Documents.

- 9.5 AUTHORIZED VARIATIONS IN WORK. The ENGINEER may authorize variations in the WORK from the requirements of the Contract Documents. These may be accomplished by a Field Order and will require the CONTRACTOR to perform the WORK involved in a manner that minimizes the impact to the WORK and the contract completion date. If the CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time, the CONTRACTOR may make a claim therefor as provided in Article 11 or 12.
- 9.6 REJECTING DEFECTIVE WORK. The ENGINEER will have authority to reject WORK which the ENGINEER believes to be defective and will also have authority to require special inspection or testing of the WORK as provided in Paragraph 13.3G, whether or not the WORK is fabricated, installed, or completed.
- 9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS
- A. In accordance with the procedures set forth in the General Requirements, the ENGINEER will review all CONTRACTOR submittals, including Shop Drawings, samples, substitutes, or "or equal" items, etc., in order to determine if the items covered by the submittals will, after installation or incorporation in the WORK, conform to the requirements of the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. The ENGINEER's review will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
- B. In connection with the ENGINEER's responsibilities as to Change Orders, see Articles 10, 11, and 12.
- C. In connection with the ENGINEER's responsibilities in respect of Applications for Payment, see Article 14.
- 9.8 DECISIONS ON DISPUTES
- A. The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the WORK thereunder. Claims, disputes, and other matters relating to the acceptability of the WORK; the interpretation of the requirements of the Contract Documents pertaining to the performance of the WORK; and those claims under Articles 11 and 12 in respect to changes in the Contract Price or Contract Time will be referred initially to the ENGINEER in writing with a request for formal decision in accordance with this paragraph, which the ENGINEER will render in writing within 30 days of receipt of the request. Written notice of each such claim, dispute, and other matter will be delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 30 days) after the occurrence of the event giving rise thereto. Written supporting data will be submitted to the ENGINEER within 60 days after such occurrence unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

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- B. The rendering of a decision by the ENGINEER with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.12) will be a condition precedent to any exercise by the OWNER or the CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Law or Regulations in respect of any such claim, dispute, or other matter.

### 9.9 LIMITATION ON ENGINEER'S RESPONSIBILITIES

- A. Neither the ENGINEER's authority to act under this Article or other provisions of the Contract Documents nor any decision made by the ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any Supplier, any surety for any of them, or any other person or organization performing any of the WORK.
- B. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the ENGINEER as to the WORK, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the WORK for compliance with the requirements of the Contract Documents, and conformance with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the ENGINEER any duty or authority to supervise or direct the performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.9C or 9.9D.
- C. The ENGINEER will not supervise, direct, control, or have authority over or be responsible for the CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the CONTRACTOR to comply with Laws and Regulations, applicable to the performance of the WORK. The ENGINEER will not be responsible for the CONTRACTOR's failure to perform the WORK in accordance with the Contract Documents.
- D. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR nor of any Subcontractor, supplier, or any other person or organization performing any of the WORK.

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### ARTICLE 10 CHANGES IN THE WORK

#### 10.1 GENERAL

- A. Without invalidating the Agreement and without notice to any surety, the OWNER may at any time or from time to time, order additions, deletions, or revisions in the WORK; these will be authorized by a written Field Order and/or a Change Order issued by the ENGINEER.
- B. If the CONTRACTOR believes that it is entitled to an increase or decrease in the Contract Price, or an extension or shortening in the Contract Time as the result of a Field Order, a claim may be made as provided in Articles 11 and 12.
- C. If the OWNER and CONTRACTOR agree on the value of any work, or the amount of Contract Time that should be allowed as a result of a Field Order, upon receiving written notice from the ENGINEER, the CONTRACTOR shall proceed so as to minimize the impact on and delays to the work pending the issuance of a Change Order.
- D. If the OWNER and the CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Field Order, the ENGINEER can direct the CONTRACTOR to proceed on the basis of Time and Materials so as to minimize the impact on and delays to WORK, and a claim may be made therefor as provided in Articles 11 and 12.
- E. The CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, supplemented by Change Order, except in the case of an emergency and except in the case of uncovering work as provided in Paragraph 13.3G.
- F. The OWNER and the CONTRACTOR shall execute appropriate Change Orders covering:
  - 1. changes in the WORK which are ordered by the OWNER pursuant to Paragraph 10.1A;
  - 2. changes required because of acceptance of Defective WORK under Paragraph 13.7;
  - 3. changes in the Contract Price or Contract Time which are agreed to by the parties; or
  - 4. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by the ENGINEER pursuant to Paragraph 9.8.
- G. If notice of any change is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the CONTRACTOR's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

#### 10.2 ALLOWABLE QUANTITY VARIATIONS

- A. In the event of an increase or decrease in Bid item quantity of a unit price contract, the total amount of WORK actually done or materials or equipment furnished shall be paid for according to the unit price established for such WORK under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Price may be made for changes which result in an increase or decrease in excess of 25% of

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the estimated quantity of any major item of the WORK. Major Item is defined as any bid item amount that is ten percent (10%) or more of the total contract amount.

- B. In the event a part of the WORK is to be entirely eliminated and no lump sum or unit price is named in the Contract Documents to cover such eliminated work, the price of the eliminated work shall be agreed upon in writing by the OWNER and the CONTRACTOR. If the OWNER and the CONTRACTOR fail to agree upon the price of the eliminated work, said price shall be determined in accordance with the provisions of Article 11.

### ARTICLE 11 CHANGE OF CONTRACT PRICE

#### 11.1 GENERAL

- A. The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the WORK. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR to complete the WORK shall be at its expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 7 days) after the start of the occurrence or the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 14 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by the ENGINEER in accordance with Paragraph 9.8A if the OWNER and the CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.1B.
- C. The value of any WORK covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
  - 1. Where the WORK involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
  - 2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.4.
  - 3. On the basis of the cost of WORK (determined as provided in Paragraphs 11.3) plus a CONTRACTOR's fee for overhead and profit (determined as provided in Paragraph 11.4).

- 11.2 COSTS RELATING TO WEATHER. The CONTRACTOR shall have no claims against the OWNER for damages for any injury to WORK, materials, or equipment, resulting from the action of the elements. If, however, in the opinion of the ENGINEER, the CONTRACTOR has made all reasonable efforts to protect the materials, equipment and work, the CONTRACTOR may be granted a reasonable extension of Contract Time to make proper repairs, renewals, and replacements of the work, materials, or equipment.

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### 11.3 COST OF WORK (BASED ON TIME AND MATERIALS)

- A. General. The term "cost of work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of extra work. Except as otherwise may be agreed to in writing by the OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.5 EXCLUDED COSTS.
- B. Labor. The costs of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, worker's compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental. The labor costs for forepersons shall be proportioned to all of their assigned work and only that applicable to extra work shall be paid. Non-direct labor costs including superintendence shall be considered part of the mark-up set out in paragraph 11.4.
- C. Materials. The cost of materials reported shall be at invoice or lowest current price at which materials are locally available and delivered to the job in the quantities involved, plus the cost of freight, delivery and storage, subject to the following:
1. Trade discounts available to the purchaser shall be credited to the OWNER notwithstanding the fact that such discounts may not have been taken by the CONTRACTOR.
  2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the ENGINEER. Mark-up except for actual costs incurred in the handling of such materials will not be allowed.
  3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
  4. If in the opinion of the ENGINEER the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site less trade discount. The OWNER reserves the right to furnish materials for the extra work and no claim shall be allowed by the CONTRACTOR for costs and profit on such materials.
- D. Equipment. The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the OWNER for the total period of use. If it is deemed

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necessary by the CONTRACTOR to use equipment not listed in the publication specified in the Supplementary General Conditions, an equitable rental rate for the equipment will be established by the ENGINEER. The CONTRACTOR may furnish cost data which might assist the ENGINEER in the establishment of the rental rate.

1. All equipment shall, in the opinion of the ENGINEER, be in good working condition and suitable for the purpose for which the equipment is to be used.
  2. Before construction equipment is used on the extra work, the CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the ENGINEER, in duplicate, a description of the equipment and its identifying number.
  3. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
  4. Individual pieces of equipment or tools having a replacement value of \$200 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.
  5. Rental time will not be allowed while equipment is inoperative due to breakdowns.
  6. Equipment Rental Rates. Unless otherwise agreed in writing, the CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the following reference publication: "Rental Rate Blue Book" as published by Dataquest (a company of the Dunn and Bradstreet Corporation), 1290 Ridder Park Drive, San Jose, CA 95131, telephone number (800) 227-8444.
- E. Equipment on the Work Site. The rental time to be paid for equipment on the work site shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work site.
1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
  2. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation. When owner-operated equipment is used to perform extra work to be paid for on a time and materials basis, the CONTRACTOR will be paid for the equipment and operator, as set forth in Paragraphs (3), (4), and (5), following.
  3. Payment for the equipment will be made in accordance with the provisions in Paragraph 11.3D, herein.
  4. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already

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on the work site, or in the absence of such labor, established by collective bargaining agreements for the type of worker and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Paragraph 11.3B, herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages.

5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 11.4, herein.
- F. Specialty Work. Specialty work is defined as that work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following shall apply in making estimates for payment for specialty work:
1. Any bid item of WORK to be classified as Specialty Work shall be listed as such in the Supplementary General Conditions. Specialty work shall be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the ENGINEER, invoices for specialty work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
  2. When the CONTRACTOR is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the work performed at the off-site facility may, by agreement, be accepted as specialty work and accordingly, the invoices for the work may be accepted without detailed itemization.
  3. All invoices for specialty work will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Paragraph 11.4, herein, an allowance of 5 percent will be added to invoices for specialty work.
- G. Sureties. All work performed hereunder shall be subject to all of the provisions of the Contract Documents and the CONTRACTOR's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the OWNER for review prior to the performance of any work hereunder.

### 11.4 CONTRACTOR'S FEE

- A. Extra work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the ENGINEER, plus allowances for overhead and profit. The allowance for overhead and profit shall include full compensation for superintendence, bond and insurance premiums, taxes, field office expense, extended overhead, home office overhead, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Paragraph 11.3. The allowance for overhead and profit will be made in accordance with the following schedule:



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Actual Overhead and Profit Allowance

Labor.....	15 percent
Materials.....	10 percent
Equipment.....	10 percent

To the sum of the costs and mark-ups provided for in this Article, one percent shall be added as compensation for bonding.

- B. It is understood that labor, materials, and equipment may be furnished by the CONTRACTOR or by the Subcontractor on behalf of the CONTRACTOR. When all or any part of the extra work is performed by a Subcontractor, the allowance specified herein shall be applied to the labor, materials, and equipment costs of the Subcontractor, to which the CONTRACTOR may add 5 percent of the Subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of Subcontractors, the 5 percent increase above the Subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only.

**11.5 EXCLUDED COSTS.** The term "Cost of the Work" shall not include any of the following:

- A. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, estimators, attorneys' auditors, accountants, purchasing and contracting agents, expenditures, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the work, or not specifically covered by paragraph 11.3, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.
- B. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
- C. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the WORK and charges against CONTRACTOR for delinquent payments.
- D. Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by paragraph 11.4 above).
- E. Costs due to the negligence of CONTRACTOR , any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.
- F. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in paragraph 11.4.

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### ARTICLE 12 CHANGE OF CONTRACT TIME

#### 12.1 GENERAL

- A. The Contract Time may only be changed by a Change Order. Any claim for an extension of the Contract Time (or Milestones) shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the ENGINEER in accordance with Paragraph 9.8 if the OWNER and the CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this Paragraph 12.1A. An increase in Contract Time does not mean that the Contractor is due an increase in Contract Price. Only compensable time extensions will result in an increase in Contract Price.
- B. All time limits stated in the Contract Documents are of the essence of the Agreement.
- C. Where CONTRACTOR is prevented from completing any part of the WORK within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost on the critical path of the project due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, unprecedented weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.
- D. Where CONTRACTOR is prevented from completing any part of the WORK within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost on the critical path of the project due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall the OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

- 12.2 EXTENSIONS OF TIME FOR DELAY DUE TO WEATHER. Contract Time may be extended by the ENGINEER because of delays in completion of the WORK due to unusually severe weather, provided that the CONTRACTOR shall, within 10 days of the beginning of any such delay, notify the ENGINEER in writing of the cause of delay and request an extension of Contract Time. The

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ENGINEER will ascertain the facts and the extent of the delay and extend the time for completing the work when, in the ENGINEER's judgment, the findings of fact justify such an extension. Unprecedented, abnormal, or unusually severe weather will be defined as an event, or events, with a greater than 50-year recurrence interval, as determined by the National Weather Service, or equivalent State or Federal agency

### ARTICLE 13 WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

- 13.1 **WARRANTY AND GUARANTEE.** The CONTRACTOR warrants and guarantees to the OWNER and the ENGINEER that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of defects known to the OWNER or ENGINEER shall be given to the CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.
- 13.2 **ACCESS TO WORK.** OWNER, ENGINEER, their Consultants, sub-consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the WORK at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.
- 13.3 **TESTS AND INSPECTIONS**
- A. The CONTRACTOR shall give the ENGINEER timely notice of readiness of the WORK for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
  - B. If Laws or Regulations of any public body having jurisdiction other than the OWNER require any WORK to specifically be inspected, tested, or approved, the CONTRACTOR shall pay all costs in connection therewith. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the OWNER's or the ENGINEER's acceptance of a Supplier of materials or equipment proposed as a substitution or (or-equal) to be incorporated in the WORK, or of materials or equipment submitted for review prior to the CONTRACTOR's purchase thereof for incorporation in the WORK. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by the OWNER (unless otherwise specified).
  - C. The ENGINEER will make, or have made, such inspections and tests as the ENGINEER deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary General Conditions, the cost of such inspection and testing will be borne by the OWNER. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the ENGINEER, as well as the cost of subsequent reinspection and retesting. Neither observations by the ENGINEER nor inspections, tests, or approvals by others shall relieve the CONTRACTOR from the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

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- D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the ENGINEER and the CONTRACTOR.
  - E. If any WORK (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the ENGINEER timely notice of the CONTRACTOR's intention to perform such test or to cover the same and the ENGINEER has not acted with reasonable promptness in response to such notice.
  - F. If any WORK is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for the ENGINEER's observation and recovered at the CONTRACTOR's expense.
  - G. If the ENGINEER considers it necessary or advisable that covered WORK be observed by the ENGINEER or inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, material, and equipment. If it is found that such WORK is defective, the CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to fees and charges of engineers, attorneys, and other professionals. However, if such WORK is not found to be defective, the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.
- 13.4 OWNER MAY STOP THE WORK. If the WORK is defective, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.
- 13.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK. If required by the ENGINEER, the CONTRACTOR shall promptly, either correct all defective work, whether or not fabricated, installed, or completed, or, if the WORK has been rejected by the ENGINEER, remove it from the site and replace it with non-defective work. The CONTRACTOR shall bear all direct, indirect and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, attorneys, and other professionals made necessary thereby.

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### 13.6 ONE YEAR CORRECTION PERIOD

- A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER and in accordance with OWNER's written notification, (i) correct such Defective WORK, or, if it has been rejected by the OWNER, remove it from the site and replace it with non-defective work, and (ii) satisfactorily correct or remove and replace any damage to other work of others resulting therefrom. If the CONTRACTOR does not promptly comply with such notification, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the Defective WORK corrected or the rejected WORK removed and replaced, and all direct, indirect, and consequential costs and damages of such removal and replacement including but not limited to fees and charges of engineers, attorneys and other professionals will be paid by the CONTRACTOR.
- B. Where Defective WORK (and damage to other WORK resulting therefrom) has been corrected, removed or replaced under this paragraph 13.6, the correction period hereunder with respect to such WORK will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

13.7 ACCEPTANCE OF DEFECTIVE WORK. If, instead of requiring correction or removal and replacement of defective work, the OWNER prefers to accept the WORK, the OWNER may do so. The CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to the OWNER's evaluation of and determination to accept such defective work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK, and the OWNER shall be entitled to an appropriate decrease in the Contract Price.

## ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN). The schedule of values or lump sum price breakdown established as provided in the General Requirements shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the ENGINEER.

14.2 UNIT PRICE BID SCHEDULE. Progress payments on account of Unit Price work will be based on the number of units completed.

### 14.3 APPLICATION FOR PROGRESS PAYMENT

- A. Unless otherwise prescribed by law, on the 25th of each month, the CONTRACTOR shall submit to the ENGINEER for review, an Application for Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- B. The Application for Payment shall identify, as a sub-total, the amount of the CONTRACTOR'S Total Earnings to Date, plus the Value of Materials Stored at the Site which have not yet been incorporated in the WORK, and less a deductive adjustment for

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materials installed which were not previously incorporated in the WORK, but for which payment was allowed under the provisions for payment for Materials Stored at the Site, but not yet incorporated in the WORK.

- C. The Net Payment Due the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the total amount of all previous payments made to the CONTRACTOR. Progress payments will be paid in full in accordance with Article 14 of the General Conditions until 90% of the Contract Price has been paid. The remaining 10% of the Contract Price amount may be withheld until:

1. final inspection has been made;
2. completion of the Project; and
3. acceptance of the Project by the OWNER.

- D. The Value of Materials Stored at the Site shall be an amount equal to the specified percent of the value of such materials as set forth in the Supplementary General Conditions. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5,000.00 and will become a permanent part of the WORK. The Application for Payment shall also be accompanied by an invoice (including shipping), a certification that the materials meet the applicable contract specifications, and any evidence required by the OWNER that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which will be satisfactory to the OWNER. Payment for materials will not constitute final acceptance. It shall be the CONTRACTOR's responsibility to protect the material from damage, theft, loss, or peril while in storage. Unless otherwise prescribed by law, the Value of Materials Stored at the Site shall be paid at the invoice amount up to a maximum of 85% of the Contract Price for those items.

- 14.4 CONTRACTOR'S WARRANTY OF TITLE. The CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by an Application for Payment, whether incorporated in the WORK or not, will pass to the OWNER no later than the time of payment free and clear of all liens.

### 14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. The ENGINEER will, within 7 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the OWNER, or return the Application to the CONTRACTOR indicating in writing the ENGINEER's reasons for refusing to recommend payment. In the later case, the CONTRACTOR may make the necessary corrections and resubmit the Application. If the ENGINEER still disagrees with a portion of the Application, it will submit the Application recommending the undisputed portion of the Application to the OWNER for payment and provide reasons for recommending non-payment of the disputed amount. Thirty days after presentation of the Application for Payment with the ENGINEER's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.5B) become due and when due will be paid by the OWNER to the CONTRACTOR.

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- B. The OWNER may refuse to make payment of the full amount recommended by the ENGINEER because claims have been made against the OWNER on account of the CONTRACTOR's performance of the WORK or Liens have been filed in connection with the WORK or there are other items entitling the OWNER to a credit against the amount recommended, but the OWNER must give the CONTRACTOR written notice within 7 days (with a copy to the ENGINEER) stating the reasons for such action.

### 14.6 PARTIAL UTILIZATION

- A. The OWNER shall have the right to utilize or place into service any item of equipment or other usable portion of the WORK prior to completion of the WORK. Whenever the OWNER plans to exercise said right, the CONTRACTOR will be notified in writing by the OWNER, identifying the specific portion or portions of the WORK to be so utilized or otherwise placed into service.
- B. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all of the WORK shall be borne by the CONTRACTOR. Upon issuance of said written notice of partial utilization, the OWNER will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.
- C. The CONTRACTOR shall retain full responsibility for satisfactory completion of the WORK, regardless of whether a portion thereof has been partially utilized by the OWNER and the CONTRACTOR's one year correction period shall commence only after the date of Substantial Completion for the WORK.

14.7 SUBSTANTIAL COMPLETION. When the CONTRACTOR considers the WORK ready for its intended use the CONTRACTOR shall notify the OWNER and the ENGINEER in writing that the WORK is substantially complete. The CONTRACTOR will attach to this request a list of all work items that remain to be completed and a request that the ENGINEER prepare a Notice of Completion. Within a reasonable time thereafter, the OWNER, the CONTRACTOR, and the ENGINEER shall make an inspection of the WORK to determine the status of completion. If the ENGINEER does not consider the WORK substantially complete, or the list of remaining work items to be comprehensive, the ENGINEER will notify the CONTRACTOR in writing giving the reasons therefor. If the ENGINEER considers the WORK substantially complete, the ENGINEER will prepare and deliver to the OWNER, for its execution and recording, the Notice of Completion signed by the ENGINEER and CONTRACTOR, which shall fix the date of Substantial Completion.

14.8 FINAL APPLICATION FOR PAYMENT. After the CONTRACTOR has completed all of the remaining work items referred to in Paragraph 14.7 and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, record as-built documents (as provided in the General Requirements) and other documents, all as required by the Contract Documents, and after the ENGINEER has indicated that the WORK is acceptable, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the OWNER) of all liens arising out of or filed in connection with the WORK.

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### 14.9 FINAL PAYMENT AND ACCEPTANCE

- A. If, on the basis of the ENGINEER's observation of the WORK during construction and final inspection, and the ENGINEER's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the ENGINEER is satisfied that the WORK has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ENGINEER will, within 14 days after receipt of the final Application for Payment, indicate in writing the ENGINEER's recommendation of payment and present the Application to the OWNER for payment.
- B. After acceptance of the WORK by the OWNER's governing body, the OWNER will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:
  - 1. Liquidated damages, as applicable.
  - 2. Two times the value of outstanding items of correction work or punch list items yet uncompleted or uncorrected, as applicable. All such work shall be completed or corrected to the satisfaction of the OWNER within the time stated on the Notice of Completion, otherwise the CONTRACTOR does hereby waive any and all claims to all monies withheld by the OWNER to cover the value of all such uncompleted or uncorrected items.

### 14.10 RELEASE OF RETAINAGE AND OTHER DEDUCTIONS

- A. After executing the necessary documents to initiate the lien period, and not more than 45 days thereafter (based on a 30-day lien filing period and 15-day processing time), the OWNER will release to the CONTRACTOR the retainage funds withheld pursuant to the Agreement, less any deductions to cover pending claims against the OWNER pursuant to Paragraph 14.5B.
- B. After filing of the necessary documents to initiate the lien period, the CONTRACTOR shall have 30 days to complete any outstanding items of correction work remaining to be completed or corrected as listed on a final punch list made a part of the Notice of Completion. Upon expiration of the 45 days, referred to in Paragraph 14.10A, the amounts withheld pursuant to the provisions of Paragraph 14.9B herein, for all remaining work items will be returned to the CONTRACTOR; provided, that said work has been completed or corrected to the satisfaction of the OWNER within said 30 days. Otherwise, the CONTRACTOR does hereby waive any and all claims for all monies withheld by the OWNER under the Contract to cover 2 times the value of such remaining uncompleted or uncorrected items.

- 14.11 CONTRACTOR'S CONTINUING OBLIGATION. The CONTRACTOR's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the ENGINEER, nor the issuance of a Notice of Completion, nor any payment by the OWNER to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the WORK or any part thereof by the OWNER, nor any act of acceptance by the OWNER nor any failure to do so, nor any review of a Shop Drawing or sample submittal, will constitute an acceptance of work not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.



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- 14.12 FINAL PAYMENT TERMINATES LIABILITY OF OWNER. Final payment is defined as the last progress payment made to the CONTRACTOR for earned funds, less monies withheld as applicable, pursuant to Paragraph 14.10A. The acceptance by the CONTRACTOR of the final payment referred to in Paragraph 14.9 herein, shall be a release of the OWNER and its agents from all claims of liability to the CONTRACTOR for anything done or furnished for, or relating to, the WORK or for any act of neglect of the OWNER or of any person relating to or affecting the WORK, except demands against the OWNER for the remainder, if any, of the amounts kept or retained under the provisions of Paragraph 14.9 herein; and excepting pending, unresolved claims filed prior to the date of the Notice of Completion.

### ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

- 15.1 SUSPENSION OF WORK BY OWNER. The OWNER, acting through the ENGINEER, may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than 90 days by notice in writing to the CONTRACTOR. The CONTRACTOR shall resume the WORK on receipt from the ENGINEER of a notice of resumption of work. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.
- 15.2 TERMINATION OF AGREEMENT BY OWNER (CONTRACTOR DEFAULT)
- A. In the event of default by the CONTRACTOR, the OWNER may give 10 days written notice to the CONTRACTOR of OWNER's intent to terminate the Agreement and provide the CONTRACTOR an opportunity to remedy the conditions constituting the default. It shall be considered a default by the CONTRACTOR whenever CONTRACTOR shall: (1) declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors; (2) fail to provide materials or quality of work meeting the requirements of the Contract Documents; (3) disregard or violate provisions of the Contract Documents or ENGINEER's instructions; (4) fail to prosecute the WORK according to the approved progress schedule; or, (5) fail to provide a qualified superintendent, competent workers, or materials or equipment meeting the requirements of the Contract Documents. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the OWNER may then issue the Notice of Termination.
- B. In the event the Agreement is terminated in accordance with Paragraph 15.2A, herein, the OWNER may take possession of the WORK and may complete the WORK by whatever method or means the OWNER may select. The cost of completing the WORK shall be deducted from the balance which would have been due the CONTRACTOR had the Agreement not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the CONTRACTOR shall pay the excess amount to the OWNER. If such cost is less than the balance which would have been due, the CONTRACTOR shall not have claim to the difference.
- 15.3 TERMINATION OF AGREEMENT BY OWNER (FOR CONVENIENCE). The OWNER may terminate the Agreement at any time if it is found that reasons beyond the control of either the OWNER or CONTRACTOR make it impossible or against the OWNER's interests to complete the WORK. In such a case, the CONTRACTOR shall have no claims against the OWNER except: (1) for

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the value of work performed up to the date the Agreement is terminated; and, (2) for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Agreement is terminated which would be needed in the WORK and which meet the requirements of the Contract Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the ENGINEER in accordance with the procedure prescribed for the making of the final application for payment and payment under Paragraphs 14.8 and 14.9.

- 15.4 TERMINATION OF AGREEMENT BY CONTRACTOR. The CONTRACTOR may terminate the Agreement upon 10 days written notice to the OWNER, whenever: 1) the WORK has been suspended under the provisions of Paragraph 15.1, herein, for more than 90 consecutive days through no fault or negligence of the CONTRACTOR, and notice to resume work or to terminate the Agreement has not been received from the OWNER within this time period; or, 2) the OWNER should fail to pay the CONTRACTOR any monies due him in accordance with the terms of the Contract Documents and within 60 days after presentation to the OWNER by the CONTRACTOR of a request therefor, unless within said 10-day period the OWNER shall have remedied the condition upon which the payment delay was based. In the event of such termination, the CONTRACTOR shall have no claims against the OWNER except for those claims specifically enumerated in Paragraph 15.3, herein, and as determined in accordance with the requirements of said paragraph.

### ARTICLE 16 MISCELLANEOUS

- 16.1 GIVING NOTICE. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- 16.2 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK
- A. The CONTRACTOR may use on the Project, with ENGINEER's approval, such stone, gravel, sand, or other material determined suitable by the ENGINEER, as may be found in the excavation. The CONTRACTOR will be paid for the excavation of such material at the corresponding contract unit price. No additional payment will be made for utilizing the material from excavation as borrow, or select borrow.
  - B. The CONTRACTOR shall replace, at its own expense, with other acceptable material, all of that portion of the excavated material so removed and used which was needed for use on the project. No charge for the materials so used will be made against the CONTRACTOR except that the CONTRACTOR shall be responsible for payment of any royalties required.
  - C. The CONTRACTOR shall not excavate or remove any material from within the Project location which is not within the grading limits, as indicated by the slope and grade lines, without written authorization from the ENGINEER.
  - D. In the event the CONTRACTOR has processed materials from OWNER-furnished sources in excess of the quantities required for performance of this contract, including any waste material produced as a by-product, the CBJ may retain possession of such materials without obligation to reimburse the CONTRACTOR for the cost of their production. When such

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materials are in a stockpile, the ENGINEER may require: That it remain in stockpile; the CONTRACTOR level such stockpile(s); or that the CONTRACTOR remove such materials and restore the premises to a satisfactory condition at the CONTRACTOR's expense. This provision shall not preclude the CBJ from arranging with the CONTRACTOR to produce material over and above the contract needs, payment for which shall be by written agreement between the CBJ and the CONTRACTOR.

- E. Unless otherwise provided, the material from any existing old structure may be used temporarily by the CONTRACTOR in the erection of the new structure. Such material shall not be cut or otherwise damaged except with the approval of the ENGINEER.
- 16.3 **RIGHT TO AUDIT.** If the CONTRACTOR submits a claim to the OWNER for additional compensation, the OWNER shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plants, or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the OWNER deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. The CONTRACTOR shall make available to the OWNER for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the OWNER.
- 16.4 **ARCHEOLOGICAL OR HISTORICAL DISCOVERIES.** When the CONTRACTOR's operation encounters prehistoric artifacts, burials, remains of dwelling sites, paleontological remains, such as shell heaps, land or sea mammal bones or tusks, or other items of historical significance, the CONTRACTOR shall cease operations immediately and notify the ENGINEER. No artifacts or specimens shall be further disturbed or removed from the ground and no further operations shall be performed at the site until so directed. Should the ENGINEER order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra work, such order(s) shall be covered by an appropriate contract change document.
- 16.5 **CONSTRUCTION OVER OR ADJACENT TO NAVIGABLE WATERS.** All work over, on, or adjacent to navigable waters shall be so conducted that free navigation of the waterways will not be interfered with and the existing navigable depths will not be impaired, except as allowed by permit issued the U.S. Coast Guard and/or the U.S. Army Corps of Engineers, as applicable.
- 16.6 **GRATUITY AND CONFLICT OF INTEREST.** The CONTRACTOR agrees to not extend any loan, gratuity or gift of money of any form whatsoever to any employee or elected official of the OWNER, nor will the CONTRACTOR rent or purchase any equipment or materials from any employee or elected official of the OWNER, or to the best of the CONTRACTOR's knowledge, from any agent of any employee or elected official of the OWNER. Before final payment, the CONTRACTOR shall execute and furnish the OWNER an affidavit certifying that the CONTRACTOR has complied with the above provisions of the contract.

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### 16.7 SUITS OF LAW CONCERNING THE WORK

- A. Should a suit of law be entered into, either by the CONTRACTOR (or the CONTRACTOR's surety) against the OWNER, or by the OWNER against the CONTRACTOR (or the CONTRACTOR's surety), the suit of law shall be tried in the First Judicial District of Alaska.
- B. If one of the questions at issue is the satisfactory performance of the work by the CONTRACTOR and should the appropriate court of law judge the work of the CONTRACTOR to be unsatisfactory, then the CONTRACTOR (or the CONTRACTOR's surety) shall reimburse the OWNER for all legal and all other expenses (as may be allowed and set by the court) incurred by the OWNER because of the suit of the law and, further, it is agreed that the OWNER may deduct such expense from any sum or sums then, or any that become due the CONTRACTOR under the contract.

### 16.8 CERTIFIED PAYROLLS

- A. All CONTRACTORs or Subcontractor who perform work on a public construction contract for the OWNER shall file a certified payroll with the Alaska Department of Labor before Friday of each week that covers the preceding week (Section 14-2-4 ACLA 1949; am Section 4 ch 142 SLA 1972).
- B. In lieu of submitting the State payroll form, the CONTRACTOR's standard payroll form may be submitted, provided it contains the information required by AS 36.05.040 and a statement that the CONTRACTOR is complying with AS 36.10.010.
- C. A contractor or subcontractor, who performs work on public construction in the State, as defined by AS 36.95.010(3), shall pay not less than the current prevailing rate of wages as issued by the Alaska Department of Labor before the end of the pay period. (AS 36.05.010).

### 16.9 PREVAILING WAGE RATES

- A. Wage rates for Laborers and Mechanics on Public Contracts, AS 36.05.070. The CONTRACTOR, or Subcontractors, shall pay all employees unconditionally and not less than once a week. Wages may not be less than those stated in Paragraph 16.8C, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors. The scale of wages to be paid shall be posted by the CONTRACTOR in a prominent, easily accessible place at the site of the WORK.
- B. Failure to Pay Agreed Wages, AS 36.05.080. If it is found that a laborer, mechanic, or field surveyor employed by the CONTRACTOR or Subcontractor has been, or is being, paid a rate or wages less than the established rate, the OWNER may, by written notice, terminate the CONTRACTOR or Subcontractors right to proceed with the work. The OWNER may prosecute the work to completion by contract or otherwise, and the CONTRACTOR and sureties will be held liable to the OWNER for excess costs for completing the WORK. (Section 2 ch 52 SLA 1959).
- C. Listing Contractor's Who Violate Contracts, AS 36.05.090. In addition, a list giving the names of persons who have disregarded the rights of their employees shall be distributed to all departments of State government and all political subdivisions. No person appearing on this

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list, and no firm, corporation, partnership or association in which the person has an interest, may work as a CONTRACTOR or Subcontractor on a public construction contract for the State, or a political subdivision of the state, until three years after the date of publication of the list. (Section 3 ch 52 SLA 1959; am Section 9 ch 142 SLA).

16.10 EMPLOYMENT REFERENCE. Workers employed in the execution of the contract by the CONTRACTOR or by any Subcontractor under this contract shall not be required or permitted to labor more than 8 hours a day or 40 hours per week in violation of the provisions of the Alaska Wage and Hour Act, Section 23.10.060.

### 16.11 COST REDUCTION INCENTIVE

- A. At any time within 45 days after the date of the Notice of Award, the CONTRACTOR may submit to the ENGINEER in writing, proposals for modifying the plans, specifications, or other requirements of this contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair in any manner the essential functions or characteristics of the project, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance or design and safety standards.
- B. The cost reduction proposal shall contain the following information:
1. Description of both the existing contract requirements for performing the WORK and the proposed changes.
  2. An itemization of the contract requirements that must be changed if the proposal is adopted.
  3. A detailed estimate of the time required and the cost of performing the WORK under both the existing contract and the proposed change.
  4. A statement of the date by which the CONTRACTOR must receive the decision from the OWNER on the cost reduction proposal.
  5. The contract items of WORK effected by the proposed changes including any quantity variations.
  6. A description and estimate of costs the OWNER may incur in implementing the proposed changes, such as test and evaluation and operating and support costs.
  7. A prediction of any effects the proposed change would have on future operations and maintenance costs to the OWNER.
- C. The provisions of this section shall not be construed to require the OWNER to consider any cost reduction proposal which may be submitted; nor will the OWNER be liable to the CONTRACTOR for failure to accept or act upon any cost reduction proposal submitted, or for delays to the work attributable to the consideration or implementation of any such proposal.
- D. If a cost reduction proposal is similar to a change in the plans or specifications for the project under consideration by the OWNER at the time the proposal is submitted, the OWNER will not accept such proposal and reserves the right to make such changes without compensation to the CONTRACTOR under the provisions of this section.
- E. The CONTRACTOR shall continue to perform the work in accordance with the requirements of the contract until an executed Change Order incorporating the cost reduction proposal has

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been issued. If any executed Change Order has not been issued by the date upon which the CONTRACTOR's cost reduction proposal specifies that a decision should be made by the OWNER, in writing, the cost reduction proposal shall be considered rejected.

- F. The OWNER, shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in Contract Time and construction costs resulting from the adoption of all or any part of such proposal. Should the CONTRACTOR disagree with OWNER's decision on the cost reduction proposal, there is no further consideration. The OWNER reserves the right to make final determination.
- G. If the CONTRACTOR's cost reduction proposal is accepted in whole or in part, such acceptance will be made by a contract Change Order, which specifically states that the change is executed pursuant to this cost reduction proposal section. Such Change Order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect and shall include any conditions upon which the OWNER's approval is based, if such approval is conditional. The Change Order shall also describe the estimated net savings in the cost of performing the work attributable to the cost reduction proposal, and shall further provide that the contract cost be adjusted by crediting the OWNER with the estimated net savings amount.
- H. Acceptance of the cost reduction proposal and performance of the work does not extend the time of completion of the contract, unless specifically provided in the Change Order authorizing the use of the submitted proposal. Should the adoption of the cost reduction proposal result in a Contract Time savings, the total Contract Time shall be reduced by an amount equal to the time savings realized.
- I. The amount specified to the CONTRACTOR in the Change Order accepted in the cost reduction proposal shall constitute full compensation for the performance of WORK. No claims for additional costs as a result of the changes specified in the cost reduction proposal shall be allowed.
- J. The OWNER reserves the right to adopt and utilize any approved cost reduction proposal for general use on any contract administered when it is determined suitable for such application. Cost reduction proposals identical, similar, or previously submitted will not be accepted for consideration if acceptance and compensation has previously been approved. The OWNER reserves the right to use all or part of any cost reduction proposal without obligation or compensation of any kind to the CONTRACTOR.
- K. The CONTRACTOR shall bear the costs, if any, to revise all bonds and insurance requirements for the project, to include the cost reduction WORK.

**END OF SECTION**

## SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

**GENERAL.** These Supplementary General Conditions make additions, deletions, or revisions to the General Conditions as indicated herein. All provisions which are not so added, deleted, or revised remain in full force and effect. Terms used in these Supplementary General Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

**SGC 1 DEFINITIONS.** *Remove* the definition for Contract Documents and *replace* with the following:

Contract Documents – The Table of Contents, Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Subcontractor Report, Bid Bond, and all required certificates and affidavits), Agreement, Performance Bond, Payment Bond, General Conditions, Supplementary General Conditions, Alaska Labor Standards, Reporting, and Prevailing Wage Rate Determination, Special Provisions, Standard Specifications, Technical Specifications, Drawings, Permits, and all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents.

**SGC 2.2 COPIES OF DOCUMENTS.** *Add* the following:

The OWNER shall furnish to the CONTRACTOR two (2) hard copies of the Contract Documents which will include bound reduced Drawings and one (1) electronic copy (pdf format) on a CD-ROM. Additional copies of contract documents are the responsibility of the contractor.

**SGC 3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS.** *Remove* No. 12. Technical Specifications and No. 13. Drawings, and *add* the following:

12. Special Provisions Section
13. Standard Specifications for Civil Engineering Projects and Subdivision Improvements  
December 2003 Edition with current Errata Sheets.
14. Drawings.

**SGC 4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES.** *Add* the following:

- C. In the preparation of the Contract Documents, the Engineer of Record has relied upon field measurements and visual inspection of the existing structures and surface conditions.

**SGC - 4.6 USE OF THE CBJ/STATE LEMON CREEK GRAVEL PIT.** *Add* the following.

**The CBJ/State Lemon Creek Gravel Pit is not available for this Project.**

**SGC 5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS.** The Contractor shall furnish Performance and Payment Bonds in the amount of 100% of the Bid.

**SGC 5.2 INSURANCE AMOUNTS.** The limits of liability for the insurance required by Paragraph 5.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations. The CONTRACTOR must provide certification of proper insurance coverage and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement to the City and Borough of Juneau. All certificates of insurance supplied to the OWNER shall state that the OWNER is named as **“Additional Insured for any and all work performed for the City & Borough of Juneau”** for the Commercial General Liability policy and any other policies, if required in this Section.

**SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS**

*Delete* paragraph C and *Replace* with the following paragraph C:

- C. The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by this contract. The coverage afforded will not be cancelled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the OWNER by the CONTRACTOR. **All such insurance required herein (except for Workers' Compensation and Employer's Liability) shall name the OWNER, its Consultants and subconsultants and their officers, directors, agents, and employees as "additional insureds" under the policies.**

The CONTRACTOR shall purchase and maintain the following insurance:

- 1. Workers' Compensation and Employer's Liability. This insurance shall protect the CONTRACTOR against all claims under applicable state workers' compensation laws. The CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The CONTRACTOR shall require each Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Workers' Compensation Insurance. In case any class of employees is not protected, under the Workers' Compensation Statute, the CONTRACTOR shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected. **The CONTRACTOR grants a waiver of any right to subrogation against the OWNER by virtue of the payment of any loss under such insurance.** This provision applies regardless of whether or not the OWNER has received a waiver of subrogation endorsement from the insurer.

Workers' Compensation: (under Paragraph 5.2C.1 of the General Conditions) as in accordance with AS 23.30.045:

- a. State: Statutory
- b. Applicable Federal (e.g., Longshore): Statutory

Note: If the WORK called for in the Contract Documents involves work in or on any navigable waters, the CONTRACTOR shall provide Workers' Compensation coverage which shall include coverage under the Longshore and Harbor Workers' Compensation Act, the Jones Act, and any other coverage required under Federal or State laws pertaining to workers in or on navigable waters.

- a. Employers Liability
 

Bodily Injury by Accident:	\$100,000.00	Each Accident
Bodily Injury by Disease:	\$100,000.00	Each Employee
Bodily Injury by Disease:	\$500,000.00	Policy Limit

- 1. CONTRACTOR agrees to waive all rights of subrogation against the OWNER for WORK performed under contract.
- 2. If CONTRACTOR directly utilizes labor outside of the State of Alaska in the prosecution of the WORK, "Other States" endorsement shall be required as a



**SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS**

condition of the contract.

- 2. Commercial General Liability (CGL), including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. (under Paragraph 5.2C.2 of the General Conditions) **This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers.** If Additional insured status is provided in the form of an endorsement to the Contractor's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

- 3. Commercial Automobile Liability: (under Paragraph 5.2C.3 of the General Conditions) including Owned, Hired, and Non-Owned Vehicles:

Combined Single Limit, Bodily Injury and Property Damage                      \$1,000,000.00

**This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers** The CONTRACTOR shall require each Subcontractor similarly to provide Commercial Automobile Liability Insurance for all of the latter's employees to be engaged in such WORK unless such employees are covered by the protection afforded by the CONTRACTOR's Commercial Automobile Liability Insurance.

*Add* the following paragraphs:

- C. Builder's Risk: CONTRACTOR is not required to obtain a Builder's Risk insurance policy for this project.
- D. Marine Protection and Indemnity \$2,000,000 per Accident or Occurrence including coverage for all crew members. Divers must have appropriate certifications. This coverage is required for any in-water work performed on a marine vessel. This coverage may be provided by the Prime Contractor or the Subcontractor, if the Subcontractor is contracted to do the in-water work on a marine vessel.
- E. All Subcontractors are required to secure and maintain the insurance coverages listed above, unless otherwise noted.
- F. If the CONTRACTOR maintains higher limits than the minimums shown above, the OWNER requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the OWNER.
- G. Policies shall also specify insurance provided by CONTRACTOR will be considered primary and not contributory to any other insurance available to the OWNER.
- H. Should any of the policies described above be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**SGC 6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS.** *Add* the following:

## SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

B. The CONTRACTOR shall perform not less than 40% of the WORK with its own forces (i.e., without subcontracting). The 40% requirement shall be understood to mean that the CONTRACTOR shall perform, with its own organization, WORK amounting to at least 40% of the original contract amount. The 40% requirement will be calculated based upon the total of the subcontract amounts submitted for Contract Award, and any other information requested by the OWNER from the apparent low Bidder.

**SGC 6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS,** *Add* the following paragraph:

C. CONTRACTOR must pay Subcontractors and/or Suppliers within 30 days of receiving payment from the OWNER, if that payment was made for Work performed by the Subcontractor and/or materials received. Failure to pay Subcontractors within 30 days of receiving payment from which Subcontractor and/or Supplier is to be paid may result in the OWNER initiating debarment proceedings as prescribed in the City and Borough of Juneau Purchasing Code. *The 30 day City and Borough of Juneau requirement does not supersede AS 36.90.210.*

**SGC 6.6 PERMITS,** *Add* the following paragraph:

D. Contractor is responsible for obtaining a Hot Works permit from the CBJ Permit Center, if performing work which requires such a permit. Work requiring a Hot Works Permit includes but is not limited to the following: cutting, welding, Thermit welding, brazing, soldering, grinding, thermal spraying, thawing pipe, installation of torch-applied roof systems or any other similar activity.

**SGC 14.3 APPLICATION FOR PROGRESS PAYMENT.** Paragraph D.

D. The Value of Materials Stored at the site shall be an amount equal to 85%.

**SGC 14.9 FINAL PAYMENT AND ACCEPTANCE.** *Add* the following paragraph:

C. Prior to the final payment the CONTRACTOR shall contact the Alaska Department of Labor and Workforce Development (ADOL) and provide the OWNER with clearance from the ADOL for the CONTRACTOR and all Subcontractors that have worked on the Project. This clearance shall indicate that all Employment Security Taxes have been paid. A sample form for this purpose is at the end of this section. The CONTRACTOR shall also submit a "NOTICE OF COMPLETION OF PUBLIC WORKS" signed by ADOL.

**SGC 16.8 CERTIFIED PAYROLLS.** *Change* paragraph A. to read:

A. All CONTRACTORS or Subcontractors who perform work on a public construction contract for the OWNER shall file a certified payroll with Alaska Department of Labor. See Section 00830 - Alaska Labor Standards, Reporting, and Prevailing Wage Rate Determination.

**END OF SECTION**



### Tax Clearance Request Form for Contractors

Date of request: \_\_\_\_\_

Business name of the contractor a Tax Clearance is being requested for: \_\_\_\_\_

\_\_\_\_\_

Business address: \_\_\_\_\_

Business contact phone number: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Alaska Employer Account Number: \_\_\_\_\_

Specific time period a tax clearance is being requested for (*i.e. beginning and ending date of a subcontract agreement*):

\_\_\_\_\_

Subcontract project name: \_\_\_\_\_

\_\_\_\_\_

Name and address of the person this Tax Clearance is to be returned to: \_\_\_\_\_

\_\_\_\_\_

Comments or additional information: \_\_\_\_\_

\_\_\_\_\_

For agency use only:

- Tax Clearance is granted
- Tax Clearance is not granted (*please have employer contact the department*)
- No account on file, liability unknown (*please have employer contact the department*)
- Employer has stated no employees, Tax Clearance not required.

Agency representative signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agency representative title: \_\_\_\_\_

We are an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. [labor.alaska.gov/estax](http://labor.alaska.gov/estax)

**SECTION 00830 - ALASKA LABOR STANDARDS, REPORTING, AND  
PREVAILING WAGE RATE DETERMINATION**

State of Alaska, Department of Labor, Laborers' and Mechanics' Minimum Rates of Pay, AS 36.05.010 and AS 36.05.050, Wage and Hour Administration Pamphlet No. 600, the latest edition published by the State of Alaska, Department of Labor inclusive, are made a part of this contract by reference.

The CONTRACTOR is responsible for contacting the Alaska Department of Labor to determine compliance with current regulations.

Correspondence regarding Title 36 requirements may be submitted electronically or paper copies can be submitted by mail. To submit Title 36 documents electronically, go to <https://myalaska.state.ak.us/home/app>. If filing electronically, submit certified payrolls to ADOL at the website above and email a copy of all certified payrolls to Erich Schaal at [Erich.Schaal@juneau.org](mailto:Erich.Schaal@juneau.org). If Contractor elects to submit paper copies, they should be submitted to the physical addresses below.

**Within 10 Days of "Notice of Award/Notice to Proceed"** make a list of **all** Subcontractors. Include their name, address, phone, estimated subcontract amount, and estimated start and finish dates. Send this list to the Wage and Hour Section (contact information below).

**Certified Payrolls must be submitted every two weeks. Before the second Friday**, each CONTRACTOR and Subcontractor must file Certified Payrolls with Statements of Compliance for the previous two weeks. Indicate **"Start"** on your first payroll, and **"Final"** on your last payroll for this Project.

As part of the **final payment request package**, CONTRACTOR must submit a "NOTICE OF COMPLETION OF PUBLIC WORKS" form signed by ADOL personnel.

**Contact Information:**

***Wage and Hour Section***  
State of Alaska  
Department of Labor and Workforce Development  
Labor Standards and Safety Division  
Wage and Hour Administration                      and  
P.O. Box 11149  
Juneau, AK 99811-1149  
907-465-4842  
<http://labor.state.ak.us/lss/home.htm>

***Erich Schaal, Port Engineer***  
City and Borough of Juneau  
Docks and Harbors  
155 S. Seward Street  
Juneau, AK 99801  
(907) 586-0292  
[Erich.Schaal@juneau.org](mailto:Erich.Schaal@juneau.org)

# SECTION 00830

## APPENDIX A

Laborers' & Mechanics'  
Minimum Rates of Pay

Pamphlet 600

Effective September 1, 2021



# Laborers' and Mechanics' MINIMUM RATES OF PAY

Effective September 1, 2021

Issue 43

PAMPHLET No. 600

Title 36. Public Contracts  
AS 36.05

A yellow CAT excavator is positioned on a rocky shore, working on a large pile of dark rocks. The background features a sunset over a body of water, with a bright orange and yellow sky transitioning into a darker blue. The excavator's arm is extended, and the CAT logo is visible on its side. The overall scene is illuminated by the warm light of the setting sun.

DEPARTMENT OF LABOR  
AND WORKFORCE DEVELOPMENT  
Wage and Hour



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THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

## Department of Labor and Workforce Development

Office of the Commissioner

Post Office Box 111149  
Juneau, Alaska 99811  
Main: 907.465.2700  
fax: 907.465-2784

September 1, 2021

### TO ALL CONTRACTING AGENCIES:

At the Alaska Department of Labor and Workforce Development, our goal is putting Alaskans to work. This pamphlet is designed to help contractors awarded public construction contracts understand the most significant laws of the State of Alaska pertaining to prevailing wage.

This pamphlet identifies current prevailing wage rates for public construction contracts (any construction projects awarded for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective September 1, 2021.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of September 11, 2021, or later. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

The term “original contract” means the signed contract that resulted from the original bid and any amendments, including changes of work scope, additions, extensions, change orders, and other instruments agreed to by the parties that have not been subject to subsequent open bid procedures.

If a higher federal rate is required due to partial federal funding or other federal participation, the higher rate must be paid.

For additional copies of this pamphlet go to: <http://labor.state.ak.us/lss/pamp600.htm>

For questions regarding prevailing wage or employment preference requirements, please contact the nearest Wage and Hour office. These offices are listed on Page x.

Sincerely,

A handwritten signature in black ink that reads "Tamika L. Ledbetter".

Dr. Tamika L. Ledbetter  
Commissioner



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**Note to Readers:** The statutes and administrative regulations listed in this publication were taken from the official codes, as of the effective date of the publication. However, there may be errors or omissions that have not been identified and changes that occurred after the publication was printed. This publication is intended as an informational guide only and is not intended to serve as a precise statement of the statutes and regulations of the State of Alaska. To be certain of current laws and regulations, please refer to the official codes.

## EXCERPTS FROM ALASKA LAW

### **Sec. 36.05.005. Applicability.**

This chapter applies only to a public construction contract that exceeds \$25,000.

### **Sec. 36.05.010. Wage rates on public construction.**

A contractor or subcontractor who performs work on a public construction contract in the state shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed, whichever occurs first. This process shall be repeated until the contract is completed.

### **Sec. 36.05.040. Filing schedule of employees, wages paid, and other information.**

All contractors or subcontractors who perform work on a public construction contract for the state or for a political subdivision of the state shall, before the Friday of every second week, file with the Department of Labor and Workforce Development a sworn affidavit for the previous reporting period, setting out in detail the number of persons employed, wages paid, job classification of each employee, hours worked each day and week, and other information on a form provided by the Department of Labor and Workforce Development.

### **Sec. 36.05.045. Notice of work and completion; withholding of payment.**

- (a) Before commencing work on a public construction contract, the person entering into the contract with a contracting agency shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development. The notice of work must list work to be performed under the public construction contract by each contractor who will perform any portion of work on the contract and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed \$5,000. In this subsection, "contractor" means an employer who is using employees to perform work on the public construction contract under the contract or a subcontract.
- (b) Upon completion of all work on the public construction contract, the primary contractor shall file with the Department of Labor and Workforce Development a notice of completion together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the department's receipt of the primary contractor's notice of completion, the department shall inform the contracting agency of the amount, if any, to be withheld from the final payment.
- (c) A contracting agency
  - (1) may release final payment of a public construction contract to the extent that the agency has received verification from the Department of Labor and Workforce Development that
    - (A) the primary contractor has complied with (a) and (b) of this section;
    - (B) the Department of Labor and Workforce Development is not conducting an investigation under this title; and
    - (C) the Department of Labor and Workforce Development has not issued a notice of a violation of this chapter to the primary contractor or any other contractors working on the public construction contract; and

- (2) shall withhold from the final payment an amount sufficient to pay the department's estimate of what may be needed to compensate the employees of any contractors under investigation on this construction contract, and any unpaid filing fees.
- (d) The notice and filing fee required under (a) of this section may be filed after work has begun if
  - (1) The public construction contract is for work undertaken in immediate response to an emergency; and
  - (2) The notice and fees are filed not later than 14 days after the work has begun.
- (e) A false statement made on a notice required by this section is punishable under AS 11.56.210.

**Sec. 36.05.060. Penalty for violation of this chapter.**

A contractor who violates this chapter is guilty of a misdemeanor and upon conviction is punishable by a fine of not less than \$100 nor more than \$1,000, or by imprisonment for not less than 10 days nor more than 90 days, or by both. Each day a violation exists constitutes a separate offense.

**Sec. 36.05.070. Wage rates in specifications and contracts for public works.**

- (a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under AS 36.05.010.
- (b) Repealed by §17 ch 142 SLA 1972.
- (c) A public construction contract under (a) of this section must contain provisions that
  - (1) the contractor or subcontractors of the contractor shall pay all employees unconditionally and not less than once a week;
  - (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;
  - (3) the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;
  - (4) the state or a political subdivision shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between
    - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
    - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.

**Sec. 36.05.080. Failure to pay agreed wages.**

Every contract within the scope of AS 36.05.070 shall contain a provision that if it is found that a laborer, mechanic, or field surveyor employed by the contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the state or its political subdivision may, by written notice to the contractor, terminate the contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the contractor and the contractor's sureties are liable to the state or its political subdivision for excess costs for completing the work.

**Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts.**

- (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or

subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, mechanics, or field surveyors have the right of action or intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics, or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

**Sec. 36.05.900. Definition.**

In this chapter, "contracting agency" means the state or a political subdivision of the state that has entered into a public construction contract with a contractor.

**EXCERPTS FROM ALASKA ADMINISTRATIVE CODE**

\*\*\***Notice:** Regulations relating to board and lodging and per diem went into effect on November 25, 2018. The new regulations are excerpted here\*\*\*

**8 AAC 30.051. Purpose.** The purpose of 8 AAC 30.052 – 8 AAC 30.056 is to ensure that wages paid to laborers, mechanics, and field surveyors do not fall below the prevailing rate of pay.

**8 AAC 30.052. Board and lodging; remote sites.** (a) A contractor on a public construction project located 65 or more road miles from the international airport closest to the project area in either Fairbanks, Juneau, or Anchorage, or that is inaccessible by road in a two-wheel drive vehicle, shall provide adequate board and lodging to each laborer, mechanic, or field surveyor while the person is employed on the project. If commercial lodging facilities are not available, the contractor shall provide temporary lodging facilities. Lodging facilities must comply with all applicable state and federal laws. For a highway project, the location of the project is measured from the midpoint of the project.

(b) A contractor is not required to provide board and lodging:

(1) to a laborer, mechanic, or field surveyor who is a domiciled resident of the project area; or

(2) on a laborer, mechanic, or field surveyor's scheduled days off, when the person can reasonably travel between the project and the person's permanent residence; for the purposes of this paragraph, "scheduled day off" means a day in which a person does not perform work on-site, is not required to remain at or near the job location for the benefit of the contractor, and is informed of the day off at least seven days before the day off.

(c) Upon a contractor's written request, the commissioner may waive the requirements of (a) of this section where:

(1) the project is inaccessible by road in a two-wheel drive vehicle, but the laborer, mechanic, or field surveyor can reasonably travel between the project and the person's permanent residence within one hour; or

(2) a laborer, mechanic, or field surveyor is not a domiciled resident of the project area, but has established permanent residence, with the intent to remain indefinitely, within 65 road miles of the project, or for a highway project, the mid-point of the project.

**8 AAC 30.054. Per diem instead of board and lodging.** (a) A contractor may pay a laborer, mechanic, or field surveyor per diem instead of providing board and lodging, when the following conditions are met:

(1) the department determines that per diem instead of board and lodging is an established practice for the work classification; the department shall publish and periodically revise its determinations in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*;

(2) the contractor pays each laborer, mechanic, or field surveyor the appropriate per diem rate as published and periodically revised in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*; and

(3) the contractor pays the per diem to each laborer, mechanic, or field surveyor on the same day that wages are paid.

(b) A contractor may not pay per diem instead of board and lodging on a highway project located

- (1) west of Livengood on the Elliot Highway, AK-2;
- (2) on the Dalton Highway, AK-11;
- (3) north of milepost 20 on the Taylor Highway, AK-5;
- (4) east of Chicken on the Top of the World Highway; or
- (5) south of Tetlin Junction to the Alaska-Canada border on the Alaska Highway, AK-2.

**8 AAC 30.056. Alternative arrangement.** Upon a contractor’s written request, the commissioner may approve an alternative board and lodging or per diem arrangement, provided

- (1) the arrangement does not reduce the laborer, mechanic, or field surveyor’s wages below the prevailing wage rate; and
- (2) the laborer, mechanic, or field surveyor voluntarily enters into and signs the written arrangement; a labor organization representing laborers, mechanics, or field surveyors may enter into the written agreement on their behalf.

**8 AAC 30.900. General definitions** (selected excerpts only):

In this chapter and in AS 36

(22) “domiciled resident” means a person living within 65 road miles of a public construction project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the public construction project;

(23) “employed on the project” means the time period from the date the laborer, mechanic, or field surveyor first reports on-site to the project through the final date the person reports on-site to the project.

## **ADDITIONAL INFORMATION**

### **PER DIEM**

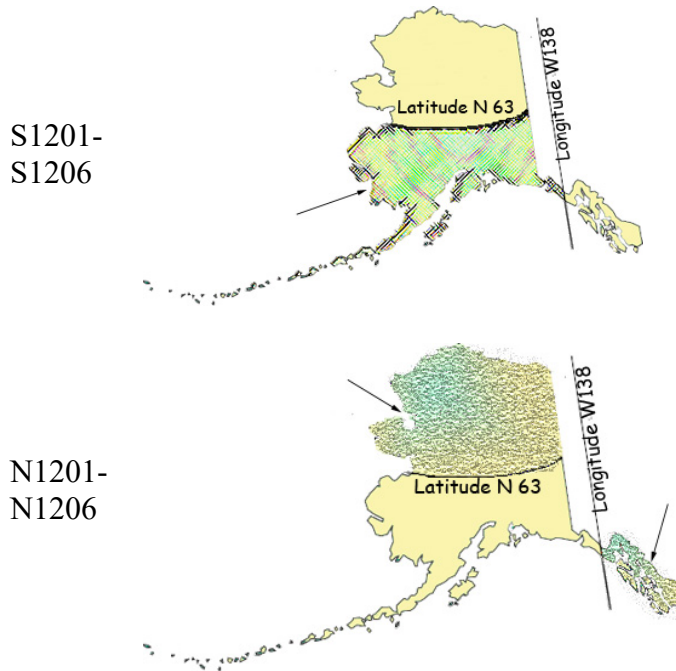
**Notice:** New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter 30 and read the chapter carefully.

The Alaska Department of Labor and Workforce Development has determined that per diem is an established work practice for certain work classifications. These classifications are indicated throughout the Pamphlet by an asterisk (\*) under the classification title. If all of the conditions of 8 AAC 30.054 are met, an employer may pay workers in these classifications per diem instead of providing board and lodging on a remote project.

**Per Diem Rate:** As of May 1<sup>st</sup>, 2019, the minimum per diem rate is \$100.00 per day, or part thereof, the worker is employed on the project. In the event that a contractor provides lodging facilities, but no meals, the department will accept a payment of \$48 per day for meals to meet the per diem requirements.

### LABORER CLASSIFICATION CLARIFICATION

The laborer rates categorized in class code S1201-S1206 apply in one area of Alaska; the area that is south of N63 latitude and west of W138 Longitude. The laborer rates categorized in class code N1201-N1206 apply in two areas of Alaska; the Alaska areas north of N63 latitude and east of W138 longitude. The following graphic representations should assist with clarifying the applicable wage rate categories:



### APPRENTICE RATES

Apprentice rates at less than the minimum prevailing rates may be paid to apprentices according to an apprentice program which has been registered and approved by the Commissioner of the Alaska Department of Labor and Workforce Development in writing or according to a bona fide apprenticeship program registered with the U.S. Department of Labor, Office of Apprenticeship Training. **Any employee listed on a payroll at an apprentice wage rate who is not registered as above shall be paid the journeyman prevailing minimum wage in that work classification.** Wage rates are based on prevailing crew makeup practices in Alaska and apply to work performed regardless of either the quality of the work performed by the employee or the titles or classifications which may be assigned to individual employees.

### FRINGE BENEFIT PLANS

Contractors/subcontractors may compensate fringe benefits to their employees in any one of three methods. The fringe benefits may be paid into a union trust fund, into an approved benefit plan, or paid directly on the paycheck as gross wages.

Where fringe benefits are paid into approved plans, funds, or programs including union trust funds, the payments must be contributed at least monthly. If contractors submit their own payroll forms and are paying fringe benefits into approved plans, funds, or programs, the employer's certification must include, in addition to those requirements of 8 AAC 30.020(c), a statement that fringe benefit payments have been or will be paid at least monthly. Contractors who pay fringe benefits to a plan must ensure the plan is one approved by the Internal Revenue Service and that the plan meets the requirements of 8 AAC 30.025 (eff. 3/2/08) in order for payments to be credited toward the prevailing wage obligation.

**SPECIAL PREVAILING WAGE RATE DETERMINATION**

Special prevailing wage rate determinations may be requested for special projects or a special worker classification if the work to be performed does not conform to traditional public construction for which a prevailing wage rate has been established under 8 AAC 30.050(a) of this section. Requests for special wage rate determinations must be in writing and filed with the Commissioner at least 30 days before the award of the contract. An applicant for a special wage rate determination shall have the responsibility to support the necessity for the special rate. An application for a special wage rate determination filed under this section must contain:

- (1) a specification of the contract or project on which the special rates will apply and a description of the work to be performed;
- (2) a brief narrative explaining why special wage rates are necessary;
- (3) the job class or classes involved;
- (4) the special wage rates the applicant is requesting, including survey or other relevant wage data to support the requested rates;
- (5) the approximate number of employees who would be affected; and
- (6) any other information which might be helpful in determining if special wage rates are appropriate.

Requests made pursuant to the above should be addressed to:

Director  
Alaska Department of Labor and Workforce Development  
Labor Standards and Safety Division  
Wage and Hour  
P.O. Box 111149  
Juneau, AK 99811-1149

-or-

Email: [statewide.wagehour@alaska.gov](mailto:statewide.wagehour@alaska.gov)

**EMPLOYMENT PREFERENCE INFORMATION**

In October 2019, the Alaska Attorney General issued a formal opinion stating that the Alaska Statutes 36.10.150 of the State’s 90% Employment Preference law, also known as the Alaska Resident Hire law, violates both the U.S. and Alaska Constitutions. As a result, the state has stopped all enforcement activity.

A copy of the Attorney General opinion is found here:

[http://law.alaska.gov/pdf/opinions/opinions\\_2019/19-005\\_AK-hire.pdf](http://law.alaska.gov/pdf/opinions/opinions_2019/19-005_AK-hire.pdf)



**Alaska Department of Labor and Workforce Development**  
**Labor Standards and Safety Division**  
**Wage and Hour**  
Web site: <http://labor.state.ak.us/lss/pamp600.htm>

**Anchorage**

1251 Muldoon Road, Suite 113  
Anchorage, Alaska 99504-2098  
Phone: (907) 269-4900

Email:  
statewide.wagehour@alaska.gov

**Juneau**

PO Box 111149  
Juneau, Alaska 99811  
Phone: (907) 465-4842

Email:  
statewide.wagehour@alaska.gov

**Fairbanks**

Regional State Office Building  
675 7<sup>th</sup> Ave., Station J-1  
Fairbanks, Alaska 99701-4593  
Phone: (907) 451-2886

Email:  
statewide.wagehour@alaska.gov

**LABOR STANDARDS AND SAFETY NOTICE REQUESTS**

If you would like to receive Wage and Hour or Mechanical Inspection **regulation notices** or **publications information**, they are available via electronic mail, by signing up in the GovDelivery System, <https://public.govdelivery.com/accounts/AKDOL/subscriber/new> and selecting topics *LSS – Wage and Hour – Forms and Publications*, *LSS – Mechanical Inspection Regulations*, or *LSS – Wage and Hour Regulations*.

*Publications* are also available online at <http://labor.alaska.gov/lss/home.htm>

**DEBARMENT LIST**

**AS 36.05.090(b)** states that “the state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees.”

A person appearing on the following debarment list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state for three years from the date of debarment.

Company Name

Debarment Expires

No companies are currently debarred.

# Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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## Boilermakers

\*See per diem note on last page

<b>A0101</b>	Boilermaker (journeyman)	47.03	8.57	17.02	1.90	VAC	SAF	78.36
						3.50	0.34	

## Bricklayers & Blocklayers

\*See per diem note on last page

<b>A0201</b>	Blocklayer	42.16	9.00	10.05	0.62	L&M		62.03
						0.20		

Bricklayer  
 Marble or Stone Mason  
 Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)  
 Terrazzo Worker  
 Tile Setter

<b>A0202</b>	Tuck Pointer Caulker	42.16	9.00	10.05	0.62	L&M		62.03
						0.20		

Cleaner (PCC)

<b>A0203</b>	Marble & Tile Finisher	35.99	9.00	10.05	0.62	L&M		55.86
						0.20		

Terrazzo Finisher

<b>A0204</b>	Torginal Applicator	40.10	9.83	8.50	0.55	L&M	0.87	60.00
						0.15		

## Carpenters, Region I (North of 63 latitude)

\*See per diem note on last page

<b>N0301</b>	Carpenter (journeyman)	42.34	10.08	15.23	1.75	L&M	SAF	69.80
						0.20	0.20	

Lather/Drywall/Acoustical

## Carpenters, Region II (South of N63 latitude)

\*See per diem note on last page

<b>S0301</b>	Carpenter (journeyman)	42.34	10.08	15.77	1.75	L&M	SAF	70.34
						0.20	0.20	

Lather/Drywall/Acoustical

## Cement Masons

\*See per diem note on last page

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Cement Masons**  
 \*See per diem note on last page

							L&M	
<b>A0401</b>	Group I, including:	39.38	8.70	11.80	1.43	0.10		61.41
	Application of Sealing Compound							
	Application of Underlayment							
	Building, General							
	Cement Finisher							
	Cement Mason (journeyman)							
	Concrete							
	Concrete Paving							
	Concrete Polishing							
	Concrete Repair							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	General Concrete Pour Tender							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Screeder or Rodder							
	Spackling/Skim Coating							
<b>A0402</b>	Group II, including:	39.38	8.70	11.80	1.43	0.10		61.41
	Form Setter							
<b>A0403</b>	Group III, including:	39.38	8.70	11.80	1.43	0.10		61.41
	Concrete Saw Cutter Operator (All Control Joints and Self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator (all concrete surfaces)							
<b>A0404</b>	Group IV, including:	39.38	8.70	11.80	1.43	0.10		61.41
	Acoustical or Imitation Acoustical Finish							
	Application of All Composition Mastic							
	Application of All Epoxy Material							
	Application of All Plastic Material							
	Finish Colored Concrete							
	Gunite Nozzleman							
	Hand Powered Grinder							

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Cement Masons**  
 \*See per diem note on last page

<b>A0404</b>	Group IV, including:	39.38	8.70	11.80	1.43		<b>L&amp;M</b> 0.10	61.41
	Preparing, scratching and browsing of all ceilings and walls, finished with terrazo or tile							
	Tunnel Worker							

<b>A0405</b>	Group V, including:	39.38	8.70	11.80	1.43		<b>L&amp;M</b> 0.10	61.41
	Casting and finishing							
	EIFS Systems							
	Finishing of all interior and exterior plastering							
	Fireproofing (Pryocrete, Cafco, Albi-Clad, sprayed fiberglass)							
	Gypsum, Portland Cement							
	Kindred material and products							
	Operation and control of all types of plastering machines, including power tools and floats, used by the industry							
	Overcoating and maintenance of interior/exterior plaster surfaces							
	Plasterer							
	Veneer plastering process (Rapid Plaster, U.S.G. "Imperial Systems", and Pabcoat Systems")							
	Venetian plaster and color-integrated Italian/Middle-Eastern line plaster							

**Culinary Workers**

<b>A0501</b>	Baker/Cook	28.37	7.31	7.56			<b>LEG</b>	43.24
<b>A0503</b>	General Helper	25.07	7.31	7.56			<b>LEG</b>	39.94
	Housekeeper							
	Janitor							
	Kitchen Helper							
<b>A0504</b>	Head Cook	28.97	7.31	7.56			<b>LEG</b>	43.84
<b>A0505</b>	Head Housekeeper	25.45	7.31	7.56			<b>LEG</b>	40.32
	Head Kitchen Help							

**Dredgemen**  
 \*See per diem note on last page

<b>A0601</b>	Assistant Engineer	41.76	10.70	13.50	1.00		<b>L&amp;M</b> 0.10 0.05	67.11
	Craneman							

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Dredgemen**  
\*See per diem note on last page

<b>A0601</b>	Assistant Engineer	41.76	10.70	13.50	1.00	<b>L&amp;M</b>		67.11
	Electrical Generator Operator (primary pump/power barge/dredge)					0.10	0.05	
	Engineer							
	Welder							
<b>A0602</b>	Assistant Mate (deckhand)	40.60	10.70	13.50	1.00	<b>L&amp;M</b>		65.95
						0.10	0.05	
<b>A0603</b>	Fireman	41.04	10.70	13.50	1.00	<b>L&amp;M</b>		66.39
						0.10	0.05	
<b>A0605</b>	Leverman Clamshell	44.29	10.70	13.50	1.00	<b>L&amp;M</b>		69.64
						0.10	0.05	
<b>A0606</b>	Leverman Hydraulic	42.53	10.70	13.50	1.00	<b>L&amp;M</b>		67.88
						0.10	0.05	
<b>A0607</b>	Mate & Boatman	41.76	10.70	13.50	1.00	<b>L&amp;M</b>		67.11
						0.10	0.05	
<b>A0608</b>	Oiler (dredge)	41.04	10.70	13.50	1.00	<b>L&amp;M</b>		66.39
						0.10	0.05	

**Electricians**  
\*See per diem note on last page

<b>A0701</b>	Inside Cable Splicer	42.02	14.05	13.90	0.95	<b>L&amp;M</b>		<b>LEG</b>	71.27
						0.20	0.15		
<b>A0702</b>	Inside Journeyman Wireman, including:	41.69	14.05	14.14	0.95	<b>L&amp;M</b>		<b>LEG</b>	71.18
	Technicians (including use of drones in electrical construction)					0.20	0.15		
<b>A0703</b>	Power Cable Splicer	60.79	14.05	19.01	0.95	<b>L&amp;M</b>		<b>LEG</b>	95.20
						0.25	0.15		
<b>A0704</b>	Tele Com Cable Splicer	50.53	14.05	16.67	0.95	<b>L&amp;M</b>		<b>LEG</b>	82.55
						0.20	0.15		
<b>A0705</b>	Power Journeyman Lineman, including:	59.04	14.05	18.96	0.95	<b>L&amp;M</b>		<b>LEG</b>	93.40
	Power Equipment Operator					0.25	0.15		
	Technician (including use of drones in electrical construction)								
<b>A0706</b>	Tele Com Journeyman Lineman, including:	48.78	14.05	16.61	0.95	<b>L&amp;M</b>		<b>LEG</b>	80.74
	Technician (including use of drones in telecommunications construction)					0.20	0.15		
	Tele Com Equipment Operator								

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Electricians**  
\*See per diem note on last page

<b>A0707</b>	Straight Line Installer - Repairman	48.78	14.05	16.61	0.95	<b>L&amp;M</b>	<b>LEG</b>	80.74
<b>A0708</b>	Powderman	57.04	14.05	18.90	0.95	<b>L&amp;M</b>	<b>LEG</b>	91.34
<b>A0710</b>	Material Handler	26.57	13.76	5.30	0.15	<b>L&amp;M</b>	<b>LEG</b>	46.08
<b>A0712</b>	Tree Trimmer Groundman	28.37	14.05	12.59	0.15	<b>L&amp;M</b>	<b>LEG</b>	55.46
<b>A0713</b>	Journeyman Tree Trimmer	37.30	14.05	12.86	0.15	<b>L&amp;M</b>	<b>LEG</b>	64.66
<b>A0714</b>	Vegetation Control Sprayer	40.85	14.05	12.97	0.15	<b>L&amp;M</b>	<b>LEG</b>	68.32
<b>A0715</b>	Inside Journeyman Communications CO/PBX	40.27	14.05	13.85	0.95	<b>L&amp;M</b>	<b>LEG</b>	69.47

**Elevator Workers**  
\*See per diem note on last page

<b>A0802</b>	Elevator Constructor	42.76	15.88	19.31	0.64	<b>L&amp;M</b>	<b>VAC</b>	83.87
<b>A0803</b>	Elevator Constructor Mechanic	61.08	15.88	19.31	0.64	<b>L&amp;M</b>	<b>VAC</b>	104.23

**Heat & Frost Insulators/Asbestos Workers**  
\*See per diem note on last page

<b>A0902</b>	Asbestos Abatement-Mechanical Systems	38.68	9.24	11.12	1.20	<b>IAF</b>	<b>LML</b>	60.43
<b>A0903</b>	Asbestos Abatement/General Demolition All Systems	38.68	9.24	11.12	1.20	<b>IAF</b>	<b>LML</b>	60.43
<b>A0904</b>	Insulator, Group II	38.68	9.24	11.12	1.20	<b>IAF</b>	<b>LML</b>	60.43
<b>A0905</b>	Fire Stop	38.68	9.24	11.12	1.20	<b>IAF</b>	<b>LML</b>	60.43

**IronWorkers**  
\*See per diem note on last page

<b>A1101</b>	Ironworkers, including:	40.82	9.51	24.28	0.76	<b>L&amp;M</b>	<b>IAF</b>	75.81
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**IronWorkers**

\*See per diem note on last page

						L&M	IAF	
<b>A1101</b>	Ironworkers, including:	40.82	9.51	24.28	0.76	0.20	0.24	75.81
	Bender Operators							
	Bridge & Structural							
	Hangar Doors							
	Hollow Metal Doors							
	Industrial Doors							
	Machinery Mover							
	Ornamental							
	Reinforcing							
	Rigger							
	Sheeter							
	Signalman							
	Stage Rigger							
	Toxic Haz-Mat Work							
	Welder							

						L&M	IAF	
<b>A1102</b>	Helicopter	41.82	9.51	24.28	0.76	0.20	0.24	76.81
	Helicopter (used for rigging and setting)							
	Tower (energy producing windmill type towers to include nacelle and blades)							

						L&M	IAF	
<b>A1103</b>	Fence/Barrier Installer	37.32	9.51	24.28	0.76	0.20	0.24	72.31

						L&M	IAF	
<b>A1104</b>	Guard Rail Layout Man	38.06	9.51	24.28	0.76	0.20	0.24	73.05

						L&M	IAF	
<b>A1105</b>	Guard Rail Installer	38.32	9.51	24.28	0.76	0.20	0.24	73.31

**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**

\*See per diem note on last page

						L&M	LEG	
<b>N1201</b>	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31
	Asphalt Worker (shovelman, plant crew)							
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**

\*See per diem note on last page

						<b>L&amp;M</b>	<b>LEG</b>	
<b>N1201</b>	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31

- Dumpman
- Environmental Laborer (hazard/toxic waste, oil spill)
- Fence Installer
- Fire Watch Laborer
- Flagman
- Form Stripper
- General Laborer
- Guardrail Laborer, Bridge Rail Installer
- Hydro-seeder Nozzleman
- Laborer, Building
- Landscape or Planter
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)
- Material Handler
- Pneumatic or Power Tools
- Portable or Chemical Toilet Serviceman
- Pump Man or Mixer Man
- Railroad Track Laborer
- Sandblast, Pot Tender
- Saw Tender
- Slurry Work
- Steam Cleaner Operator
- Steam Point or Water Jet Operator
- Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
- Tank Cleaning
- Utiliwalk & Utilidor Laborer
- Watchman (construction projects)
- Window Cleaner

<b>N1202</b>	Group II, including:	33.00	8.95	20.66	1.30	0.20	0.20	64.31
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- Burning & Cutting Torch
- Cement or Lime Dumper or Handler (sack or bulk)
- Certified Erosion Sediment Control Lead (CESCL Laborer)
- Choker Splicer
- Chucktender (wagon, air-track & hydraulic drills)
- Concrete Laborer (power buggy, concrete saws, pumpercrete nozzleman, vibratorman)
- Culvert Pipe Laborer
- Cured Inplace Pipelayer
- Environmental Laborer (asbestos, marine work)

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**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**

\*See per diem note on last page

						<b>L&amp;M</b>	<b>LEG</b>	
<b>N1202</b>	Group II, including:	33.00	8.95	20.66	1.30	0.20	0.20	64.31

- Floor Preparation, Core Drilling
- Foam Gun or Foam Machine Operator
- Green Cutter (dam work)
- Gunite Operator
- Hod Carrier
- Jackhammer/Chipping Gun or Pavement Breaker
- Laser Instrument Operator
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
- Mason Tender & Mud Mixer (sewer work)
- Pilot Car
- Pipelayer Helper
- Plasterer, Bricklayer & Cement Finisher Tender
- Powderman Helper
- Power Saw Operator
- Railroad Switch Layout Laborer
- Sandblaster
- Scaffold Building & Erecting
- Sewer Caulker
- Sewer Plant Maintenance Man
- Thermal Plastic Applicator
- Timber Faller, Chainsaw Operator, Filer
- Timberman

						<b>L&amp;M</b>	<b>LEG</b>	
<b>N1203</b>	Group III, including:	33.90	8.95	20.66	1.30	0.20	0.20	65.21

- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate
- Plastic Welding
- Slurry Seal Squeegee Man
- Traffic Control Supervisor
- Welding Certified (in connection with laborer's work)

						<b>L&amp;M</b>	<b>LEG</b>	
<b>N1204</b>	Group IIIA	37.18	8.95	20.66	1.30	0.20	0.20	68.49

- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)

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**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**

\*See per diem note on last page

						L&M	LEG	
<b>N1204</b>	Group IIIA	37.18	8.95	20.66	1.30	0.20	0.20	68.49

- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayers
- Powderman (Employee Possessor)
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
- Traffic Control Supervisor, DOT Qualified

						L&M	LEG	
<b>N1205</b>	Group IV	21.57	8.95	20.66	1.30	0.20	0.20	52.88

- Final Building Cleanup
- Permanent Yard Worker

						L&M	LEG	
<b>N1206</b>	Group IIIB	40.97	6.24	20.66	1.30	0.20	0.20	69.57

- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
- Federal Powderman (Responsible Person in Charge)
- Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
- Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)
- Stake Hopper

**Laborers (The area that is south of N63 latitude and west of W138 longitude)**

\*See per diem note on last page

						L&M	LEG	
<b>S1201</b>	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31

- Asphalt Worker (shovelman, plant crew)
- Brush Cutter
- Camp Maintenance Laborer
- Carpenter Tender or Helper
- Choke Setter, Hook Tender, Rigger, Signalman
- Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)
- Crusher Plant Laborer
- Demolition Laborer
- Ditch Digger
- Dumpman
- Environmental Laborer (hazard/toxic waste, oil spill)
- Fence Installer
- Fire Watch Laborer
- Flagman
- Form Stripper

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Laborers (The area that is south of N63 latitude and west of W138 longitude)**

\*See per diem note on last page

						<b>L&amp;M</b>	<b>LEG</b>	
<b>S1201</b>	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31

- General Laborer
- Guardrail Laborer, Bridge Rail Installer
- Hydro-seeder Nozzleman
- Laborer, Building
- Landscaper or Planter
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)
- Material Handler
- Pneumatic or Power Tools
- Portable or Chemical Toilet Serviceman
- Pump Man or Mixer Man
- Railroad Track Laborer
- Sandblast, Pot Tender
- Saw Tender
- Slurry Work
- Steam Cleaner Operator
- Steam Point or Water Jet Operator
- Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
- Tank Cleaning
- Utiliwalk & Utilidor Laborer
- Watchman (construction projects)
- Window Cleaner

						<b>L&amp;M</b>	<b>LEG</b>	
<b>S1202</b>	Group II, including:	33.00	8.95	20.66	1.30	0.20	0.20	64.31

- Burning & Cutting Torch
- Cement or Lime Dumper or Handler (sack or bulk)
- Certified Erosion Sediment Control Lead (CESCL Laborer)
- Choker Splicer
- Chucktender (wagon, air-track & hydraulic drills)
- Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)
- Culvert Pipe Laborer
- Cured Inplace Pipelayer
- Environmental Laborer (asbestos, marine work)
- Floor Preparation, Core Drilling
- Foam Gun or Foam Machine Operator
- Green Cutter (dam work)
- Gunite Operator
- Hod Carrier
- Jackhammer/Chipping Gun or Pavement Breaker

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Laborers (The area that is south of N63 latitude and west of W138 longitude)**  
 \*See per diem note on last page

<b>S1202</b>	Group II, including:	33.00	8.95	20.66	1.30	<b>L&amp;M</b>	<b>LEG</b>	64.31
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- Laser Instrument Operator
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
- Mason Tender & Mud Mixer (sewer work)
- Pilot Car
- Pipelayer Helper
- Plasterer, Bricklayer & Cement Finisher Tender
- Powderman Helper
- Power Saw Operator
- Railroad Switch Layout Laborer
- Sandblaster
- Scaffold Building & Erecting
- Sewer Caulker
- Sewer Plant Maintenance Man
- Thermal Plastic Applicator
- Timber Faller, Chainsaw Operator, Filer
- Timberman

<b>S1203</b>	Group III, including:	33.90	8.95	20.66	1.30	<b>L&amp;M</b>	<b>LEG</b>	65.21
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- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate
- Plastic Welding
- Slurry Seal Squeegee Man
- Traffic Control Supervisor
- Welding Certified (in connection with laborer's work)

<b>S1204</b>	Group IIIA	37.18	8.95	20.66	1.30	<b>L&amp;M</b>	<b>LEG</b>	68.49
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- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)
- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayers
- Powderman (Employee Possessor)
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
- Traffic Control Supervisor, DOT Qualified

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Laborers (The area that is south of N63 latitude and west of W138 longitude)**

\*See per diem note on last page

<b>S1205</b>	Group IV	21.57	8.95	20.66	1.30	<b>L&amp;M</b>	<b>LEG</b>	52.88
	Final Building Cleanup							
	Permanent Yard Worker							

<b>S1206</b>	Group IIIB	40.97	6.24	20.66	1.30	<b>L&amp;M</b>	<b>LEG</b>	69.57
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)							
	Federal Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)							
	Stake Hopper							

**Millwrights**

\*See per diem note on last page

<b>A1251</b>	Millwright (journeyman)	44.00	10.08	12.28	1.10	<b>L&amp;M</b>		67.91
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<b>A1252</b>	Millwright Welder	45.00	10.08	12.28	1.10	<b>L&amp;M</b>		68.91
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**Painters, Region I (North of N63 latitude)**

\*See per diem note on last page

<b>N1301</b>	Group I, including:	34.05	8.85	14.30	1.08	<b>L&amp;M</b>		58.35
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							

<b>N1302</b>	Group II, including:	34.57	8.85	14.30	1.08	<b>L&amp;M</b>		58.87
	Bridge Painter							
	Epoxy Applicator							
	General Drywall Finisher							
	Hand/Spray Texturing							
	Industrial Coatings Specialist							
	Machine/Automatic Taping							
	Pot Tender							
	Sandblasting							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Painters, Region I (North of N63 latitude)**

\*See per diem note on last page

						L&M	
<b>N1302</b>	Group II, including:	34.57	8.85	14.30	1.08	0.07	58.87
	Specialty Painter						
	Spray						
	Structural Steel Painter						
	Wallpaper/Vinyl Hanger						
<b>N1304</b>	Group IV, including:	39.66	8.85	17.71	1.05	0.05	67.32
	Glazier						
	Storefront/Automatic Door Mechanic						
<b>N1305</b>	Group V, including:	39.86	8.85	5.00	1.10	0.10	54.91
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						

**Painters, Region II (South of N63 latitude)**

\*See per diem note on last page

						L&M	
<b>S1301</b>	Group I, including :	31.19	8.85	15.15	1.08	0.07	56.34
	Brush						
	General Painter						
	Hand Taping						
	Hazardous Material Handler						
	Lead-Based Paint Abatement						
	Roll						
	Spray						
<b>S1302</b>	Group II, including :	32.44	8.85	15.15	1.08	0.07	57.59
	General Drywall Finisher						
	Hand/Spray Texturing						
	Machine/Automatic Taping						
	Wallpaper/Vinyl Hanger						
<b>S1303</b>	Group III, including :	32.54	8.85	15.15	1.08	0.07	57.69
	Bridge Painter						
	Epoxy Applicator						
	Industrial Coatings Specialist						
	Pot Tender						
	Sandblasting						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Painters, Region II (South of N63 latitude)**

\*See per diem note on last page

<b>S1303</b>	Group III, including :	32.54	8.85	15.15	1.08		<b>L&amp;M</b> 0.07	57.69
	Specialty Painter							
	Structural Steel Painter							
<b>S1304</b>	Group IV, including:	39.87	8.85	16.75	1.08		<b>L&amp;M</b> 0.07	66.62
	Glazier							
	Storefront/Automatic Door Mechanic							
<b>S1305</b>	Group V, including:	39.86	8.85	5.00	1.10		<b>L&amp;M</b> 0.10	54.91
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							

**Piledrivers**

\*See per diem note on last page

<b>A1401</b>	Piledriver	42.34	10.08	15.23	1.75		<b>L&amp;M</b> 0.20	<b>IAF</b> 0.20	69.80
	Assistant Dive Tender								
	Carpenter/Piledriver								
	Rigger								
	Sheet Stabber								
	Skiff Operator								
<b>A1402</b>	Piledriver-Welder/Toxic Worker	43.34	10.08	15.23	1.75		<b>L&amp;M</b> 0.20	<b>IAF</b> 0.20	70.80
<b>A1403</b>	Remotely Operated Vehicle Pilot/Technician	46.65	10.08	15.23	1.75		<b>L&amp;M</b> 0.20	<b>IAF</b> 0.20	74.11
	Single Atmosphere Suit, Bell or Submersible Pilot								
<b>A1404</b>	Diver (working) **See note on last page	86.45	10.08	15.23	1.75		<b>L&amp;M</b> 0.20	<b>IAF</b> 0.20	113.91
<b>A1405</b>	Diver (standby) **See note on last page	46.65	10.08	15.23	1.75		<b>L&amp;M</b> 0.20	<b>IAF</b> 0.20	74.11
<b>A1406</b>	Dive Tender **See note on last page	45.65	10.08	15.23	1.75		<b>L&amp;M</b> 0.20	<b>IAF</b> 0.20	73.11
<b>A1407</b>	Welder (American Welding Society, Certified Welding Inspector)	47.90	10.08	15.23	1.75		<b>L&amp;M</b> 0.20	<b>IAF</b> 0.20	75.36
<b>A1408</b>	Dive Medic Technician (DMT) **See note on last page	46.65	10.08	15.23	1.75		<b>L&amp;M</b> 0.20	<b>IAF</b> 0.20	74.11

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Plumbers, Region I (North of N63 latitude)**

\*See per diem note on last page

						L&M	S&L	
<b>N1501</b>	Journeyman Pipefitter	42.91	11.75	17.45	1.50	0.65		74.26
	Plumber							
	Welder							

**Plumbers, Region II (South of N63 latitude)**

\*See per diem note on last page

						L&M		
<b>S1501</b>	Journeyman Pipefitter	41.00	11.38	15.27	1.55	0.20		69.40
	Plumber							
	Welder							

**Plumbers, Region IIA (1st Judicial District)**

\*See per diem note on last page

						L&M		
<b>X1501</b>	Journeyman Pipefitter	39.82	13.37	11.75	2.50	0.24		67.68
	Plumber							
	Welder							

**Power Equipment Operators**

\*See per diem note on last page

						L&M		
<b>A1601</b>	Group I, including:	42.53	10.70	13.50	1.00	0.10	0.05	67.88
	Asphalt Roller: Breakdown, Intermediate, and Finish							
	Back Filler							
	Barrier Machine (Zipper)							
	Beltcrete with Power Pack & similar conveyors							
	Bending Machine							
	Boat Coxswain							
	Bulldozer							
	Cableways, Highlines & Cablecars							
	Cleaning Machine							
	Coating Machine							
	Concrete Hydro Blaster							
	Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))							
	(a) Hydralifts or Transporters, (all track or truck type)							
	(b) Derricks							
	(c) Overhead							
	Crushers							
	Deck Winches, Double Drum							
	Ditching or Trenching Machine (16 inch or over)							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation



**Power Equipment Operators**

\*See per diem note on last page

	<b>L&amp;M</b>						
<b>A1601</b> Group I, including:	42.53	10.70	13.50	1.00	0.10	0.05	67.88
Drag Scraper, Yarder, and similar types							
Drilling Machines, Core, Cable, Rotary and Exploration							
Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine							
Grade Checker and/or Line and Grade including Drone							
Helicopters							
Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat							
Hydro Ax, Feller Buncher & similar							
Hydro Excavation (Vac-Truck and Similar)							
Loaders (2 1/2 yards through 5 yards, including all attachments):							
(a) Forklifts (with telescopic boom & swing attachment)							
(b) Front End & Overhead, (2-1/2 yards through 5 yards)							
(c) Loaders, (with forks or pipe clamp)							
(d) Loaders, (elevating belt type, Euclid & similar types)							
Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)							
Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer							
Micro Tunneling Machine							
Mixers: Mobile type with hoist combination							
Motor Patrol Grader							
Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield							
Off-Road Hauler (including Articulating and Haul Trucks)							
Operator on Dredges							
Piledriver Engineer, L.B. Foster, Puller or similar paving breaker							
Plant Operator (Asphalt & Concrete)							
Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)							
Remote Controlled Equipment							
Scraper (through 40 yards)							
Service Oiler/Service Engineer							
Shot Blast Machine							
Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)							
Sideboom (under 45 tons)							
Sub Grader (Gurries & similar types)							
Tack Tractor							
Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter							
Wate Kote Machine							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Power Equipment Operators**

\*See per diem note on last page

						<b>L&amp;M</b>			
<b>A1602</b>	Group IA, including:	44.29	10.70	13.50	1.00	0.10	0.05	69.64	

- Camera/Tool/Video Operator (Slipline)
- Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours)
- Cranes (over 45 tons or 150 feet including jib & attachments)
  - (a) Clamshells & Draglines (over 3 yards)
  - (b) Tower Cranes
- Licensed Water/Waste Water Treatment Operator
- Loaders (over 5 yards)
- Motor Patrol Grader, Dozer, Grade Tractor (finish: when finishing to final grade and/or to hubs, or for asphalt)
- Power Plants (1000 k.w. & over)
- Profiler, Reclaimer, and Roto-Mill
- Quad
- Scrapers (over 40 yards)
- Screed
- Shovels, Backhoes, Excavators with all attachments (over 3 yards)
- Sidebooms (over 45 tons)
- Slip Form Paver, C.M.I. & similar types
- Topside (Asphalt Paver, Slurry machine, Spreaders, and similar types)

						<b>L&amp;M</b>			
<b>A1603</b>	Group II, including:	41.76	10.70	13.50	1.00	0.10	0.05	67.11	

- Boiler - Fireman
- Cement Hogs & Concrete Pump Operator
- Conveyors (except those listed in Group I)
- Hoists on Steel Erection, Towermobiles & Air Tuggers
- Horizontal/Directional Drill Locator
- Locomotives, Rod & Geared Engines
- Mixers
- Screening, Washing Plant
- Sideboom (cradling rock drill, regardless of size)
- Skidder
- Trenching Machines (under 16 inches)
- Water/Waste Water Treatment Operator

						<b>L&amp;M</b>			
<b>A1604</b>	Group III, including:	41.04	10.70	13.50	1.00	0.10	0.05	66.39	

- "A" Frame Trucks, Deck Winches
- Bombardier (tack or tow rig)
- Boring Machine
- Brooms, Power (sweeper, elevator, vacuum, or similar)
- Bump Cutter

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Power Equipment Operators**

\*See per diem note on last page

	BHR	H&W	PEN	TRN	Other	L&M	Benefits	THR
<b>A1604</b> Group III, including:	41.04	10.70	13.50	1.00	0.10	0.05		66.39
Compressor								
Farm Tractor								
Forklift, Industrial Type								
Gin Truck or Winch Truck (with poles when used for hoisting)								
Hoists, Air Tuggers, Elevators								
Loaders:								
(a) Elevating-Athey, Barber Greene & similar types								
(b) Forklifts or Lumber Carrier (on construction job sites)								
(c) Forklifts, (with tower)								
(d) Overhead & Front End, (under 2-1/2 yards)								
Locomotives: Dinkey (air, steam, gas & electric) Speeders								
Mechanics, Light Duty								
Oil, Blower Distribution								
Posthole Digger, Mechanical								
Pot Fireman (power agitated)								
Power Plant, Turbine Operator, (under 200 k.w.)								
Pumps, Water								
Roller (other than Asphalt)								
Saws, Concrete								
Skid Hustler								
Skid Steer (with all attachments)								
Stake Hopper								
Straightening Machine								
Tow Tractor								

	BHR	H&W	PEN	TRN	Other	L&M	Benefits	THR
<b>A1605</b> Group IV, including:	34.83	10.70	13.50	1.00	0.10	0.05		60.18
Crane Assistant Engineer/Rig Oiler								
Drill Helper								
Parts & Equipment Coordinator								
Spotter								
Steam Cleaner								
Swamper (on trenching machines or shovel type equipment)								

**Roofers**

\*See per diem note on last page

	BHR	H&W	PEN	TRN	Other	L&M	Benefits	THR
<b>A1701</b> Roofer & Waterproofer	44.62	12.75	3.91	0.81	0.10	0.06		62.25
<b>A1702</b> Roofer Material Handler	31.23	12.75	3.91	0.81	0.10	0.06		48.86

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Sheet Metal Workers, Region I (North of N63 latitude)**

\*See per diem note on last page

						<b>L&amp;M</b>	
<b>N1801</b>	Sheet Metal Journeyman	49.04	11.85	14.61	1.80	0.12	77.42

- Air Balancing and duct cleaning of HVAC systems
- Brazing, soldering or welding of metals
- Demolition of sheet metal HVAC systems
- Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
- Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
- Fabrication and installation of louvers and hoods
- Fabrication and installation of sheet metal lagging
- Fabrication and installation of stainless steel commercial or industrial food service equipment
- Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
- Metal lavatory partitions
- Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
- Sheet Metal shelving
- Sheet Metal venting, chimneys and breaching
- Skylight installation

**Sheet Metal Workers, Region II (South of N63 latitude)**

\*See per diem note on last page

						<b>L&amp;M</b>	
<b>S1801</b>	Sheet Metal Journeyman	43.75	11.85	14.39	1.68	0.43	72.10

- Air Balancing and duct cleaning of HVAC systems
- Brazing, soldering or welding of metals
- Demolition of sheet metal HVAC systems
- Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
- Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
- Fabrication and installation of louvers and hoods
- Fabrication and installation of sheet metal lagging
- Fabrication and installation of stainless steel commercial or industrial food service equipment
- Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
- Metal lavatory partitions
- Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
- Sheet Metal shelving
- Sheet Metal venting, chimneys and breaching

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Sheet Metal Workers, Region II (South of N63 latitude)**

\*See per diem note on last page

<b>S1801</b>	Sheet Metal Journeyman	43.75	11.85	14.39	1.68		<b>L&amp;M</b> 0.43	72.10
	Skylight installation							

**Sprinkler Fitters**

\*See per diem note on last page

<b>A1901</b>	Sprinkler Fitter	49.10	10.55	18.05	0.52		<b>L&amp;M</b> 0.25	78.47
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**Surveyors**

\*See per diem note on last page

<b>A2001</b>	Chief of Parties	45.16	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	71.38
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<b>A2002</b>	Party Chief	43.57	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	69.79
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<b>A2003</b>	Line & Grade Technician/Office Technician/GPS, Drones	42.97	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	69.19
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<b>A2004</b>	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	40.85	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	67.07
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<b>A2006</b>	Chain Person (for crews with more than 2 people)	36.51	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	62.73
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**Truck Drivers**

\*See per diem note on last page

<b>A2101</b>	Group I, including:	41.94	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	68.16
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- Air/Sea Traffic Controllers
- Ambulance/Fire Truck Driver (EMT certified)
- Boat Coxswain
- Captains & Pilots (air & water)
- Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)
- Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards
- Helicopter Transporter
- Liquid Vac Truck/Super Vac Truck
- Material Coordinator or Purchasing Agent
- Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)
- Semi with Double Box Mixer

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Truck Drivers**  
 \*See per diem note on last page

<b>A2101</b>	Group I, including:	41.94	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	68.16
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Tireman, Heavy Duty/Fueler  
 Water Wagon (250 Bbls and above)

<b>A2102</b>	Group 1A including:	43.21	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	69.43
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Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)  
 Jeeps (driver under load)  
 Lowboys, including tractor attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)

<b>A2103</b>	Group II, including:	40.68	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	66.90
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All Deltas, Commanders, Rollagons, & similar equipment  
 Batch Trucks (8 yards & up)  
 Batch Trucks (up to & including 7 yards)  
 Boom Truck/Knuckle Truck (over 5 tons)  
 Cacasco Truck/Heat Stress Truck  
 Construction and Material Safety Technician  
 Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 20 yards up to & including 40 yards  
 Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)  
 Mechanics  
 Oil Distributor Driver  
 Partsman  
 Ready-mix (up to & including 12 yards)  
 Stringing Truck  
 Turn-O-Wagon or DW-10 (not self loading)

<b>A2104</b>	Group III, including:	39.86	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	66.08
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Boom Truck/Knuckle Truck (up to & including 5 tons)  
 Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 10 yards up to & including 20 yards  
 Expeditor (electrical & pipefitting materials)  
 Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)  
 Greaser - Shop  
 Semi or Truck & Trailer  
 Thermal Plastic Layout Technician  
 Traffic Control Technician  
 Trucks/Jeeps (push or pull)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Truck Drivers**

\*See per diem note on last page

						<b>L&amp;M</b>	
<b>A2105</b>	Group IV, including:	39.28	11.83	13.14	1.15	0.10	65.50
	Air Cushion or similar type vehicle						
	All Terrain Vehicle						
	Buggymobile						
	Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)						
	Bus Operator (over 30 passengers)						
	Cement Spreader, Dry						
	Combination Truck-Fuel & Grease						
	Compactor (when pulled by rubber tired equipment)						
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) up to & including 10 yards						
	Dumpster						
	Expeditor (general)						
	Fire Truck/Ambulance Driver						
	Flat Beds, Dual Rear Axle						
	Foam Distributor Truck Dual Axle						
	Front End Loader with Fork						
	Grease Truck						
	Hydro Seeder, Dual Axle						
	Hyster Operators (handling bulk aggregate)						
	Loadmaster (air & water operations)						
	Lumber Carrier						
	Ready-mix, (up to & including 7 yards)						
	Rigger (air/water/oilfield)						
	Tireman, Light Duty						
	Track Truck Equipment						
	Truck Vacuum Sweeper						
	Warehouseperson						
	Water Truck (Below 250 Bbls)						
	Water Truck (straight)						
	Water Wagon, Semi						

						<b>L&amp;M</b>	
<b>A2106</b>	Group V, including:	38.52	11.83	13.14	1.15	0.10	64.74

- Buffer Truck
- Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)
- Bus Operator (up to 30 passengers)
- Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)
- Flat Beds, Single Rear Axle
- Foam Distributor Truck Single Axle

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Truck Drivers**  
\*See per diem note on last page

						L&M	
<b>A2106</b>	Group V, including:	38.52	11.83	13.14	1.15	0.10	64.74
	Fuel Handler (station/bulk attendant)						
	Gear/Supply Truck						
	Gravel Spreader Box Operator on Truck						
	Hydro Seeders, Single axle						
	Pickups (pilot cars & all light-duty vehicles)						
	Rigger/Swamper						
	Tack Truck						
	Team Drivers (horses, mules, & similar equipment)						

**Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**  
\*See per diem note on last page

						L&M	LEG
<b>N2201</b>	Group I, including:	35.20	8.95	20.66	1.30	0.20	66.51
	Brakeman						
	Mucker						
	Nipper						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Topman & Bull Gang						
	Tunnel Track Laborer						

						L&M	LEG
<b>N2202</b>	Group II, including:	36.30	8.95	20.66	1.30	0.20	67.61
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Floor Preparation, Core Drilling						
	Jackhammer/Chipping Gun or Pavement Breaker						
	Laser Instrument Operator						
	Nozzlemen, Pumcrete or Shotcrete						
	Pipelayer Helper						

						L&M	LEG
<b>N2203</b>	Group III, including:	37.29	8.95	20.66	1.30	0.20	68.60
	Miner						
	Retimberman						

						L&M	LEG
<b>N2204</b>	Group IIIA, including:	40.90	8.95	20.66	1.30	0.20	72.21
	Asphalt Raker, Asphalt Belly Dump Lay Down						
	Drill Doctor (in the field)						
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation



Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**  
 \*See per diem note on last page

						L&M	LEG	
<b>N2204</b>	Group IIIA, including:	40.90	8.95	20.66	1.30	0.20	0.20	72.21
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Powderman (Employee Possessor)							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							
	Traffic Control Supervisor, DOT Qualified							

						L&M	LEG	
<b>N2206</b>	Group IIIB, including:	45.07	6.24	20.66	1.30	0.20	0.20	73.67
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)							
	Federal Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)							
	Stake Hopper							

**Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)**  
 \*See per diem note on last page

						L&M	LEG	
<b>S2201</b>	Group I, including:	35.20	8.95	20.66	1.30	0.20	0.20	66.51
	Brakeman							
	Mucker							
	Nipper							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Topman & Bull Gang							
	Tunnel Track Laborer							

						L&M	LEG	
<b>S2202</b>	Group II, including:	36.30	8.95	20.66	1.30	0.20	0.20	67.61
	Burning & Cutting Torch							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Concrete Laborer							
	Floor Preparation, Core Drilling							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Nozzlemen, Pumpcrete or Shotcrete							
	Pipelayer Helper							

						L&M	LEG	
<b>S2203</b>	Group III, including:	37.29	8.95	20.66	1.30	0.20	0.20	68.60
	Miner							
	Retimberman							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)**  
 \*See per diem note on last page

						L&M	LEG	
<b>S2204</b>	Group IIIA, including:	40.90	8.95	20.66	1.30	0.20	0.20	72.21
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Powderman (Employee Possessor)							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							
	Traffic Control Supervisor, DOT Qualified							

						L&M	LEG	
<b>S2206</b>	Group IIIB, including:	45.07	6.24	20.66	1.30	0.20	0.20	73.67
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)							
	Federal Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)							
	Stake Hopper							

**Tunnel Workers, Power Equipment Operators**  
 \*See per diem note on last page

						L&M		
<b>A2207</b>	Group I	46.78	10.70	13.50	1.00	0.10	0.05	72.13
<b>A2208</b>	Group IA	48.72	10.70	13.50	1.00	0.10	0.05	74.07
<b>A2209</b>	Group II	45.94	10.70	13.50	1.00	0.10	0.05	71.29
<b>A2210</b>	Group III	45.14	10.70	13.50	1.00	0.10	0.05	70.49
<b>A2211</b>	Group IV	38.31	10.70	13.50	1.00	0.10	0.05	63.66

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**\* Per diem is an established practice for this classification. This means that per diem is an allowable alternative to board and lodging if all criteria are met. See 8 AAC 30.051-08 AAC 30.056, and the per diem information on page vii of this Pamphlet.**

**\*\* Work in combination of classifications: Employees working in any combination of classifications within the diving crew (working diver, standby diver, and tender) in a shift are paid in the classification with the highest rate for a minimum of 8 hours per shift.**

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund;  
PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;  
VAC=vacation

## SECTION 01010 - SUMMARY OF WORK

### PART 1 – GENERAL

#### 1.1 GENERAL

- A. The WORK to be performed under this contract shall consist of furnishing all plant, tools, equipment, materials, supplies, manufactured articles, labor, transportation and services, including fuel, power, water, and essential communications, and performing all WORK, or other operations required for the fulfillment of the contract in strict accordance with the Contract Documents. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- 1.3 The WORK generally consists of the demolition and salvage of two damaged finger floats on D Float at Statter Harbor. The Contractor will de-tension and disconnect the existing, damaged finger float, install two new Owner-furnished concrete float modules, furnish and install new post-tensioning cables, including all required hardware. The Contractor will additionally install new pressure-treated timber walers and bullrails on the new float modules, including all required hardware. The Contractor will be required to submit a plan for de-tensioning the existing cables, and re-tensioning new cables which has been prepared by an experienced post-tension cable consultant.

#### 1.4 SITE OF THE WORK

- A. The site of the WORK is located in Juneau, Alaska at Statter Harbor.

#### 1.5 BEGINNING AND COMPLETION OF THE WORK

- A. Time is the essence of the contract. All WORK shall be completed in accordance with the following schedule:

<u>WORK DESCRIPTION</u>	<u>COMPLETION DATE</u>
Substantial Completion for all other Work	April 18, 2022
All WORK under the Contract Documents	May 1, 2022

#### 1.6 CONTRACT METHOD

- A. The WORK hereunder will be constructed under a unit-price contract.

#### 1.7 CONTRACTOR USE OF PROJECT SITE

- A. The CONTRACTOR's use of the Project site shall be limited to its construction operations, including on-site storage of materials. The CONTRACTOR shall coordinate with the Harbormaster for confirmation of final staging area limits.

#### 1.8 OWNER USE OF THE PROJECT SITE

- A. The OWNER may utilize all or part of the existing site during the entire period of construction for the conduct of the OWNER's normal operations. The CONTRACTOR shall cooperate and coordinate with the ENGINEER to facilitate the OWNER's operations and to minimize interference with the CONTRACTOR's operations at the

## SECTION 01010 - SUMMARY OF WORK

same time. In any event, the OWNER shall be allowed access to the Project site during the period of construction.

- B. To the extent possible and as safety will allow, the project site shall remain active and available to the public. The CONTRACTOR shall conduct operations to minimize interference with use of the facilities at all times. The CONTRACTOR shall erect/install safety barriers and establish exclusion zones as necessary during the Work. The CONTRACTOR shall coordinate with the OWNER and the ENGINEER all required moorage restrictions and any other WORK that may affect public use a minimum of 48 hours in advance or longer as specified elsewhere in the Contract Documents.

### 1.9 PROJECT MEETINGS

#### A. Pre-Construction Conference

1. Prior to the commencement of WORK at the site, a Pre-Construction Conference will be held at a mutually agreed time and place which shall be attended by the CONTRACTOR's Project manager, its superintendent, and its Subcontractors as the CONTRACTOR deems appropriate. Other attendants will be:
  - a. ENGINEER and the Inspector.
  - b. Representatives of OWNER.
  - c. Governmental representatives as appropriate.
  - d. Others as requested by CONTRACTOR, OWNER, or ENGINEER.
2. Unless previously submitted to the ENGINEER, the CONTRACTOR shall bring one copy each of the following:
  - a. Plan of Operation.
  - b. Project Overview Bar Chart Schedule.
  - c. Procurement schedule of major equipment and materials and items requiring long lead time.
  - d. Shop Drawing/Sample/Substitute or "Or Equal" submittal schedule.
  - e. Name and telephone number of CONTRACTOR's Project Supervisor.
3. The purpose of the Pre-Construction Conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date.

The CONTRACTOR should be prepared to discuss all of the items listed below:

- a. Status of CONTRACTOR's insurance and bonds.
  - b. CONTRACTOR's tentative schedules.
  - c. Transmittal, review, and distribution of CONTRACTOR's submittals.
  - d. Processing applications for payment.
  - e. Maintaining record documents.
  - f. Critical WORK sequencing.
  - g. Field decisions and Change Orders.
  - h. Use of Project site, office and storage areas, security, housekeeping, and OWNER's needs.
  - i. Major equipment deliveries and priorities.
  - j. CONTRACTOR's assignments for safety and first aid.
4. The OWNER will preside at the Pre-Construction Conference and will arrange

## SECTION 01010 - SUMMARY OF WORK

for keeping and distributing the minutes to all persons in attendance.

5. The CONTRACTOR and its Subcontractors should plan on the conference taking no less than 2 hours. The items listed in paragraph 3 will be covered as well as reviewing the plans and specifications, in extensive detail, with the ENGINEER and the OWNER.

### B. Progress Meetings

1. The CONTRACTOR shall schedule and hold regular on-site progress meetings at least monthly and at other times as requested by the ENGINEER, or as required by progress of the WORK. The CONTRACTOR, ENGINEER, and all subcontractors active on the site must attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its suppliers, manufacturers, and other subcontractors.
2. The ENGINEER shall preside at the meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings will be to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR is required to present any issues which may impact its work, with a view to resolve these issues expeditiously.

- 1.10 DEFINITIONS APPLICABLE TO TECHNICAL SPECIFICATIONS. The following words have the meaning defined in the Technical Portions of the WORK:

**Furnish** - means to supply and deliver to the site, to unload and unpack ready for assembly, installation, testing, and start-up.

**Indicated** - is a word used to direct the CONTRACTOR to information contained on the drawings or in the Specifications. Terms such as "shown," "noted," "scheduled," and "specified" also may be used to assist in locating information but no limitation of location is implied or intended.

**Install** - defines operations at the site including assembly, erection, placing, anchoring, applying, shaping to dimension, finishing, curing, protecting, and cleaning, ready for the OWNER's use.

**Installer** - a person or firm engaged by the CONTRACTOR or its subcontract or any subcontractor for the performance of installation, erection, or application work at the site. Installers must be expert in the operations they are engaged to perform.

**Provide** - is defined as furnish and install, ready for the intended use.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

## SECTION 01025 - MEASUREMENT AND PAYMENT

### PART 1 - GENERAL

#### 1.1 SCOPE

- A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of WORK being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of PERMITS and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).
- B. No separate payment will be made for any pay item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of WORK.
- C. In addition to other incidental items of WORK listed elsewhere in the contract, the following items shall also be considered as incidental to other items of WORK under this contract:
  - 1. Removal and replacement of survey monuments and markers disturbed during construction, whether shown on the Plans or not.
  - 2. Re-vegetating areas disturbed during construction.
  - 3. Trench excavation and bedding as required for all piping, structures and vault installations.
  - 4. Siltation and pollution control.
  - 5. Maintenance of all services through the Project area, including water, storm, garbage pickup, mail delivery, other deliveries and emergency vehicles.
  - 6. All traffic control, including flaggers, safety barriers, etc., and preparation of satisfactory Traffic Control Plans.
  - 7. Minor grading of fill materials as required to match existing grades and maintain positive surface drainage.
  - 8. Minor changes in grades to fit site conditions.
  - 9. Miscellaneous connecting and attachment hardware as required to install new equipment.
  - 10. Excavating, bedding, and backfilling for all electrical equipment including transformers, junction boxes, vaults, and conduit.
  - 11. Pile splices required to make up the pile lengths shown in the pile schedule.
  - 12. Transport, shipping and delivery of all materials to the project site, undamaged and in new condition.
  - 13. Continual coordination with the Harbormaster for safe passage and transit of vessels entering and exiting the facility throughout the construction period.

#### 1.2 MOBILIZATION (Pay Item No. 1505.1) PRICE BASED ON LUMP SUM

- A. Measurement for payment for Mobilization shall be based upon the completion of the entire WORK as a Lump Sum Pay unit, complete, all in accordance with the requirements of the Contract Documents.
- B. Payment for Mobilization shall be made at the amount shown on the Bid Schedule under Pay Item No. 1505.1, which payment shall constitute full compensation for all WORK described in Section 01505 - Mobilization, as shown on the Plans and as directed by the ENGINEER.
- C. Partial payments will be made as the WORK progresses as follows:

## SECTION 01025 - MEASUREMENT AND PAYMENT

1. When 5% of the total original contract amount is earned from other pay items, 50% of the amount bid for Mobilization, or 5% of the original contract amount, whichever is lesser, will be paid.
2. When 10% of the total original contract amount is earned from other pay items, 100% of the amount bid for Mobilization, or 10% of the original contract amount, whichever is lesser, will be paid.
  - a. Upon completion of all WORK on the Project, payment of any amount bid for Mobilization in excess of 10% of the total original contract amount will be paid.

### 2.1 DEMOLITION AND DISPOSAL (Pay Item No. 2060.1) PRICE BASED ON LUMP SUM

- A. Measurement for payment for Demolition and Disposal will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, and in accordance with the requirements of the Contract Documents.
- B. Payment for Demolition and Disposal shall be made at the amount shown on the Bid Schedule under Pay Item No. 2060.1, which payment will constitute full compensation for all WORK described in Section 02060 - Demolition and Disposal, as shown on the Plans and as directed by the ENGINEER.

### 2.2 PREPARE FLOAT UNITS (Pay Item No. 02895.1) PRICE BASED ON LUMP SUM

- A. Measurement for payment for Prepare Float Units will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, and in accordance with the requirements of the Contract Documents.
- C. Payment for Prepare Float Units shall be made at the amount shown on the Bid Schedule under Pay Item No. 2895.1, which payment will constitute full compensation for all WORK described in Section 02895 – Moorage Floats, as shown on the Plans and as directed by the ENGINEER.

### 2.3 FURNISH AND INSTALL PT CABLES (Pay Item No. 03365.1) PRICE BASED ON LUMP SUM

- A. Measurement for payment for Furnish and Install PT Cables will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, and in accordance with the requirements of the Contract Documents.
- D. Payment for Furnish and Install PT Cables shall be made at the amount shown on the Bid Schedule under Pay Item No. 03365.1, which payment will constitute full compensation for all WORK described in Section 03365 – Post-Tensioned Cables, as shown on the Plans and as directed by the ENGINEER.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**



## SECTION 01300 - CONTRACTOR SUBMITTALS

### PART 1 - GENERAL

#### 1.1 GENERAL

- A. Whenever submittals are required hereunder, all such submittals by the CONTRACTOR shall be submitted to the ENGINEER.
- B. Within 14 days after the date of commencement as stated in the Notice of Award/Notice to Proceed, the CONTRACTOR shall submit the following items to the ENGINEER for review:
  - 1. A preliminary schedule of Shop Drawing, Sample and proposed Substitutes or "Or-Equal" submittals.
  - 2. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and the required date for receipt of the permit.
  - 3. A complete progress schedule for all phases of the project.
  - 4. All required Material Safety Data Sheets.
  - 5. A staging and traffic maintenance plan, as required.
  - 6. A plan for temporary erosion control and pollution control, as required.
  - 7. A letter designating the CONTRACTOR's Superintendent, defining that person's responsibility and authority, and providing a specimen of his signature.
  - 8. A letter designating the CONTRACTOR's safety representative and the person's responsibility and authority.

#### 1.2 SHOP DRAWING SUBMITTAL

- A. Wherever called for in the Contract Documents, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER, for review, 4 copies of each shop drawing submittal unless otherwise indicated. Electronic submittal transmission may be allowed if approved in advance by the ENGINEER. The term "Shop Drawings" as used herein shall be understood to include detail design calculations, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, and similar items.
- B. All Shop Drawing Submittals shall be accompanied by the ENGINEER's standard submittal transmittal form. The form may be obtained in quantity from the ENGINEER. Any submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for resubmittal.
- C. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

## SECTION 01300 - CONTRACTOR SUBMITTALS

- D. Except as otherwise provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR with its comments noted thereon, within 30 calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal item. The OWNER reserves the right to withhold monies due to the CONTRACTOR to cover additional costs of the ENGINEER review beyond the second submittal. The ENGINEER's maximum review period for each submittal including all re-submittals will be 30 days per submission. In other words, for a submittal that requires two re-submittals before it is complete, the maximum review period for that submittal could be 90 days.
- E. If 3 copies (or a single electronic transmission) of a submittal are returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of said submittal will not be required.
- F. If 3 copies (or a single electronic transmission) of a submittal are returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED," formal revision and resubmission of said submittal is not required.
- G. If one copy (or a single electronic transmission) of the submittal is returned to the CONTRACTOR marked "AMEND-RESUBMIT," the CONTRACTOR shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the ENGINEER.
- H. If one copy (or a single electronic transmission) of the submittal is returned to the CONTRACTOR marked "REJECTED-RESUBMIT," the CONTRACTOR shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the ENGINEER.
- I. Fabrication of an item may be commenced only after the ENGINEER has reviewed the pertinent submittal and returned copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED." Corrections indicated on submittal shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the Contract requirements. Only a change order can alter the contract price, time, or requirements.
- J. All CONTRACTOR shop drawing submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR, prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR, as being correct and in strict conformance with the Contract Documents. In the case of shop drawings, each sheet shall be so dated, signed, and certified. No consideration for review by the ENGINEER of any CONTRACTOR submittal will be made for any items which have not been so certified by the CONTRACTOR. All non-certified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

## SECTION 01300 - CONTRACTOR SUBMITTALS

- K. The ENGINEER's review of CONTRACTOR shop drawing submittals shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in CONTRACTOR submittals. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

### 1.3 SAMPLES SUBMITTAL

- A. Whenever in the Specifications samples are required, the CONTRACTOR shall submit not less than 3 samples of each item or material to the ENGINEER for acceptance at no additional cost to the OWNER.
- B. Samples, as required herein, shall be submitted for acceptance a minimum of 21 days prior to ordering such material for delivery to the job site, and shall be submitted in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delays in the WORK.
- C. All samples shall be individually and indelibly labeled or tagged, indicating thereon all specified physical characteristics and Supplier's names for identification and submitted to the ENGINEER for acceptance. Upon receiving acceptance of the ENGINEER, one set of the samples will be stamped and dated by the ENGINEER and returned to the CONTRACTOR, and one set of samples will be retained by the ENGINEER, and one set of samples shall remain at the job site until completion of the WORK.
- D. Unless clearly stated otherwise, it is assumed that all colors and textures of specified items presented in sample submittal are from the manufacturer's standard colors and standard materials, products, or equipment lines. If the samples represent non-standard colors, materials, products or equipment lines, and their selection will require an increase in contract time or price, the CONTRACTOR will clearly indicate this on the transmittal page of the submittal.

### 1.4 TECHNICAL MANUAL SUBMITTAL

- A. Using the outline provided in the Equipment Maintenance Summary Sheet (copy of which may be obtained from the ENGINEER), the CONTRACTOR shall include in the technical manuals for each item of mechanical, electrical, and instrumentation equipment, the following:
  - 1. Complete operating instructions, including location of controls, special tools or other equipment required, related instrumentation, and other equipment needed for operation.
  - 2. Lubrication schedules, including the lubricant SAE grade and type, temperature range of lubricants, and including frequency of required lubrication.
  - 3. Preventive maintenance procedures and schedules.
  - 4. Parts lists, by generic title and identification number, complete, with exploded views of each assembly.
  - 5. Disassembly and reassembly instructions.
  - 6. Name and location of nearest supplier and spare parts warehouse.

## SECTION 01300 - CONTRACTOR SUBMITTALS

7. Recommended troubleshooting and startup procedures.
  8. Reproducible prints of the record drawings, including diagrams and schematics, as required under the electrical and instrumentation portions of these Specifications.
  9. Tabulation of proper settings for all pressure relief valves, (low/high) pressure switches and other related equipment protection devices.
  10. Detailed test procedures to determine performance efficiency of equipment.
  11. List of all electrical relay settings including alarm and contact settings.
- B. The CONTRACTOR shall furnish to the ENGINEER 5 identical sets of technical manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard size, 3-ring, loose-leaf vinyl plastic hard cover binder suitable for bookshelf storage. Binder ring size shall not exceed 2.5 inches. A table of contents shall be provided which indicates all equipment in the technical manuals.
- C. All technical manuals shall be submitted in final form to the ENGINEER not later than the 75 percent of construction completion date. All discrepancies found by the ENGINEER in the technical manuals shall be corrected by the CONTRACTOR within 30 days from the date of written notification by the ENGINEER.
- D. Incomplete or unacceptable technical manuals at the 75 percent construction completion point shall constitute sufficient justification to withhold payment for work completed beyond that period in accordance with Paragraph "Technical Manual Submittal" of Section 01700, "Project Closeout."

### 1.5 SPARE PARTS LIST SUBMITTAL

- A. The CONTRACTOR shall furnish to the ENGINEER 5 identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall be limited to those spare parts which each manufacturer recommends be maintained by the OWNER in inventory at the plant site. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to facilitate the OWNER in ordering. The CONTRACTOR shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring, loose leaf, vinyl plastic hard cover binders suitable for bookshelf storage. Binder ring size shall not exceed 2.5 inches.

### 1.6 RECORD DRAWINGS SUBMITTALS

- A. The CONTRACTOR shall keep and maintain, at the job site, one record set of Drawings. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to

## SECTION 01300 - CONTRACTOR SUBMITTALS

indicate, fully, the WORK as actually constructed. These master record drawings, of the CONTRACTOR's representation of as-built conditions, including all revisions made necessary by addenda, change orders, and the like shall be maintained up-to-date during the progress of the WORK.

- B. In the case of those drawings which depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, the record drawings shall be updated by indicating those portions which are superseded by Change Order Drawings or final Shop Drawings, and by including appropriate reference information describing the Change Orders by number and the Shop Drawings by manufacturer, drawing, and revision numbers.
- C. Record Drawings shall be accessible to the ENGINEER at all times during the construction period and shall be delivered to the ENGINEER on the 20<sup>th</sup> working day of every third month after the month in which the Notice to Proceed is given as well as upon completion of the WORK.
- D. Final payment will not be acted upon until the CONTRACTOR-prepared record drawings have been delivered to the ENGINEER.

### 1.7 PROGRESS SCHEDULES

- A. The progress schedule shall be in Bar Chart or Critical Path Method (CPM) form, as required by the ENGINEER.
- B. The progress schedule shall show the order in which the CONTRACTOR proposes to carry out the WORK and the contemplated date on which the CONTRACTOR and their subcontractors will start and finish each of the salient features of the work, including any scheduled periods of shutdown. The schedule shall also indicate any anticipated periods of multiple-shift work.
- C. Upon substantial changes to the CONTRACTOR's progress schedule of work or upon request of the ENGINEER, the CONTRACTOR shall submit a revised progress schedule(s) in the form required. Such revised schedule(s) shall conform with the Contract Time and take into account delays which may have been encountered in the performance of the WORK. In submitting a revised schedule, the CONTRACTOR shall state specifically the reason for the revision and the adjustments made in his schedule or methods of operation to ensure the completion of all the WORK within the Contract Time.

### 1.8 PROPOSED SUBSTITUTES OR "OR-EQUAL" ITEM SUBMITTAL

- A. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words "or-equal" indicating that a substitution is permitted, materials or equipment of other suppliers may be accepted by the ENGINEER if sufficient information is submitted by the CONTRACTOR to allow the ENGINEER to determine

## SECTION 01300 - CONTRACTOR SUBMITTALS

that the material or equipment proposed is equivalent or equal to that named, subject to the following requirements:

1. The burden of proof as to the type, function, and quality of any such substitute material or equipment shall be upon the CONTRACTOR.
2. The ENGINEER will be the sole judge as to the type, function, and quality of any such substitute material or equipment and the ENGINEER's decision shall be final.
3. The ENGINEER may require the CONTRACTOR, to furnish at the CONTRACTOR's expense, additional data about the proposed substitute.
4. The OWNER may require the CONTRACTOR to furnish at the CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.
5. Acceptance by the ENGINEER of a substitute item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract documents and for adequacy of the substitute item.
6. The CONTRACTOR shall be responsible for resultant changes and all additional costs which the accepted substitution requires in the CONTRACTOR's work, the work of its subcontractors and of other contractors, and shall effect such changes without cost to the OWNER. This shall include the cost for redesign and claims of other contractor affected by the resulting change.

B. The procedure for review by the ENGINEER will include the following:

1. If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the ENGINEER on the "Substitution Request Form" for acceptance thereof.
2. Unless otherwise provided by law or authorized in writing by the ENGINEER, the "Substitution Request Form(s)" shall be submitted within the 21-day period after Notice of Award.
3. Wherever a proposed substitute material or equipment has not been submitted within said 21-day period, or wherever the submission of a proposed substitute material or equipment has been judged to be unacceptable by the ENGINEER, the CONTRACTOR shall provide material or equipment named in the Contract Documents.
4. The CONTRACTOR shall certify that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified, and be suited to the same use as that specified.
5. The ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. In no case will this reasonable time period be less than 30 days.
6. As applicable, no shop drawing submittals will be made for a substitute item nor will any substitute item be ordered, installed, or utilized without the ENGINEER's prior written acceptance of the CONTRACTOR's "Substitution Request Form" which will be evidenced by a Change Order.

## SECTION 01300 - CONTRACTOR SUBMITTALS

7. The ENGINEER will record the time required by the ENGINEER in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute, the CONTRACTOR shall reimburse the OWNER for the charges of the ENGINEER for evaluating each proposed substitute.
- C. The CONTRACTOR's application using the "Substitution Request Forms" shall contain the following statements and/or information which shall be considered by the ENGINEER in evaluating the proposed substitution:
1. The evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR's achievement of substantial completion on time.
  2. Whether or not acceptance of the substitute for use in the WORK will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
  3. Whether or not incorporation or use of the substitute in connection with the WORK is subject to payment of any license fee or royalty.
  4. All variations of the proposed substitute for that specified will be identified.
  5. Available maintenance, repair, and replacement service and its estimated cost will be indicated.
  6. Itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including cost of redesign and claims of other contractors affected by the resulting change.

### 1.9 MATERIAL CERTIFICATON SUBMITTAL

- A. The ENGINEER may permit the use, prior to sampling, inspection and testing, of certain materials or assemblies when accompanied by manufacturer's material certifications stating that such materials or assemblies fully comply with the requirements of the Contract. The certification shall be signed by the manufacturer, and will specifically reference the material's compliance with the AASHTO, ASTM and/or CBJ Standards specified in the applicable Contract Documents.
- B. Material Certifications shall be submitted to the engineer prior to incorporating the item into the WORK.
- C. Materials or assemblies used on the basis of material certifications may be sampled, inspected and/or tested at any time, and if found not in conformity with these Specifications, will be subject to rejection whether in place or not.

**PART 2 - PRODUCTS (not used)**

**PART 3 - EXECUTION (not used)**

**(SUBSTITUTION REQUEST FORM – next page)**

**SECTION 01300 - CONTRACTOR SUBMITTALS**

**City and Borough of Juneau**

**SUBSTITUTION REQUEST FORM**

TO: \_\_\_\_\_ Project: \_\_\_\_\_  
Contract No. \_\_\_\_\_  
OWNER: \_\_\_\_\_

SPECIFIED ITEM:

Section	Page	Paragraph	Description
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The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION: \_\_\_\_\_

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request. Applicable portions of the data are clearly identified.

The undersigned states that the following paragraphs, unless modified on attachments are correct:

1. The proposed substitution does not affect dimensions shown on Drawings and will not require a change in any of the Contract Documents.
2. The undersigned will pay for changes to the design, including engineering design, detailing, and construction costs caused by the requested substitution which is estimated to be \$ \_\_\_\_\_.
3. The proposed substitution will have no adverse affect on other contractors, the construction schedule (specifically the date of substantial completion), or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.
5. The incorporation or use of the substitute in connection with the WORK is not subject to payment of any license fee or royalty.

The undersigned further states that the function, appearance, and quality of the Proposed Substitution are equivalent or superior to the Specified item.

Submitted by CONTRACTOR: \_\_\_\_\_ Reviewed by ARCHITECT/ENGINEER \_\_\_\_\_  
Signature \_\_\_\_\_  Accepted  Accepted as Noted  
Firm: \_\_\_\_\_  Not Accepted  Received Too Late  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Date: \_\_\_\_\_  
Attachments: \_\_\_\_\_

**END OF SECTION**



## SECTION 01400 - QUALITY CONTROL

### PART 1 - GENERAL

#### 1.1 DEFINITION

- A. Specific quality control requirements for the WORK are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the WORK beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.

#### 1.2 INSPECTION AT PLACE OF MANUFACTURE

- A. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the ENGINEER at the place of manufacture.
- B. The presence of the ENGINEER at the place of manufacturer, however, shall not relieve the CONTRACTOR of the responsibility for furnishing products, materials, and equipment which comply with all requirements of the Contract Documents. Compliance is a duty of the CONTRACTOR, and said duty shall not be avoided by any act or omission on the part of the ENGINEER.

#### 1.3 SAMPLING AND TESTING

- A. Unless otherwise indicated, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, ATM, and AASHTO as applicable to the class and nature of the article or materials considered; however, the OWNER reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the ENGINEER will insure the OWNER that the quality of the workmanship is in full accord with the Contract Documents.
- B. Any waiver by the OWNER of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial WORK, shall not be construed as a waiver of any requirements of the Contract Documents.
- C. Notwithstanding the existence of such waiver, the ENGINEER reserves the right to make independent investigations and tests, and failure of any portion of the WORK to meet any of the requirements of the Contract Documents, shall be reasonable cause for the ENGINEER to require the removal or correction and reconstruction of any such work in accordance with the General Conditions.

#### 1.4 INSPECTION AND TESTING LABORATORY SERVICE

- A. Inspection and testing laboratory service shall comply with the following:
  - 1. OWNER will appoint, employ, and pay for services of an independent firm to perform inspection and testing or will perform inspection and testing itself unless specific quality control testing is required by the CONTRACTOR under these specifications.

## SECTION 01400 - QUALITY CONTROL

2. The ENGINEER will perform inspections as specified in individual specification sections, unless specified otherwise.
3. Reports will be submitted by the independent firm to the ENGINEER in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
4. The CONTRACTOR shall cooperate with the ENGINEER or independent firm and furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
5. The CONTRACTOR shall notify ENGINEER 24 hours prior to the expected time for operations requiring inspection and laboratory testing services.
6. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the ENGINEER. The CONTRACTOR shall bear all costs from such retesting at no additional cost to the OWNER.
7. For samples and tests required for CONTRACTOR'S use, the CONTRACTOR shall make arrangements with an independent firm for payment and scheduling of testing. The cost of sampling and testing for the CONTRACTOR'S use shall be included in the Contract Price.

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION**

#### 3.1 INSTALLATION

- A. Inspection: The CONTRACTOR shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation, and reject damaged and defective items.
- B. Measurements: The CONTRACTOR shall verify measurements and dimensions of the WORK, as an integral step of starting each installation.
- C. Manufacturer's Instructions: Where installations include manufactured products, the CONTRACTOR shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.

**END OF SECTION**

## SECTION 01505 - MOBILIZATION

### PART 1 - GENERAL

#### 1.1 GENERAL

- A. Mobilization shall include obtaining permits; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; and implementing security requirements; all as required for the proper performance and completion of the WORK. Mobilization shall include the following principal items:
1. Moving on to the site of all CONTRACTOR's plant and equipment required for operations.
  2. Providing all on-site communication facilities, including radios and cellular phones.
  3. Obtaining all required permits other than those provided in the Contract Documents.
  4. Having all OSHA required notices and establishment of safety programs.
  5. Having the CONTRACTOR's superintendent at the job site full time.
  6. Submitting initial submittals.

#### 1.2 PAYMENT FOR MOBILIZATION

- A. The CONTRACTOR's attention is directed to the condition that no payment for Mobilization, or any part thereof, will be approved for payment under the contract until all Mobilization items listed above have been completed as specified.
- B. As soon as practicable after receipt of the Notice to Proceed, the CONTRACTOR shall submit a breakdown to the ENGINEER for approval, which shall show the estimated value of each major component of Mobilization. When approved by the ENGINEER, the breakdown will be the basis for initial progress payments in which Mobilization is included.

### PART 2 – PRODUCTS (Not Used)

### PART 3 – EXECUTION (Not Used)

**END OF SECTION**

## SECTION 02060 – DEMOLITION AND DISPOSAL

### PART 1 - GENERAL

- 1.1 DESCRIPTION. WORK under this Section shall include all labor, materials, tools and equipment necessary for the demolition, salvage and proper offsite disposal or storage of all items as designated herein and as shown on the plans. The CONTRACTOR shall provide an appropriate disposal site for all items designated to be disposed. Demolition and disposal methods shall meet all local, state and federal regulations.

### PART 2 - PRODUCTS (Not Used).

### PART 3 - EXECUTION

#### 3.1 EXAMINATION AND PREPARATION

- A. Examine conditions on site with ENGINEER and OWNER prior to commencement of WORK.
- B. Conduct demolition to minimize interference with adjacent structures and interruption to public services.
- C. Cease operations immediately if adjacent structures appear to be in danger and notify ENGINEER. Do not resume operations until directed by ENGINEER.

#### 3.2 DEMOLITION AND DISPOSAL

- A. All items designated for salvage shall be delivered to an OWNER provided nearby uplands location.
- B. Demolish and dispose all other incidental and miscellaneous items as required to complete the project.
- C. Place construction signs and barricades as required to prevent public entry into WORK area.
- D. Repair any damage to existing facilities designated to remain.
- E. De-tensioning of the finger float and removal of the existing cable strands shall be included in Demolition and Disposal.

**END OF SECTION**

## SECTION 02895 - MOORAGE FLOATS

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. The WORK in this Section shall include all labor, materials, tools and equipment necessary for assembly, transport, and installation of Owner-Furnished float units consisting of two pre-cast concrete float units built by Bellingham Marine, installation of timber walers and timber bullrails, and any miscellaneous appurtenances and associated connecting hardware, and all other related Work in accordance with the requirements of the Contract Documents and as shown on the Plans.

#### 1.2 REFERENCES

- A. AWWA (American Wood Preservers Association), 2002 Standards
- B. WWPA (Western Wood Products Association) Western Lumber Grading Rules, 1998
- C. AISC (American Institute of Steel Construction) Code of Standard Practice - Manual of Steel Construction (ASD).
- D. ASTM (American Society of Testing Materials) Specifications
- E. AITC (American Institute of Timber Construction), 2010 Standards

#### 1.3 SUBMITTALS

- A. Timber Fabrication Shop Drawings for all fabricated timber items.
- B. Structural Steel Submittals per Section 05120 – Metal Fabrication. Steel fabrication drawings must be approved by the ENGINEER prior to cutting, drilling and treatment of timbers. CONTRACTOR shall coordinate shop drawing submittals between float fabricator and steel fabricator so as to submit both timber and steel fabrication shop drawings simultaneously.
- C. Timber Grading and Pressure Treatment Certification for all timbers utilized for fabrication of float components.
- D. Timber Treatment product for field treatment of float timbers. Submit product specifications from the manufacturer for field treating of both ACZA treated timbers and creosote treated timbers.

### PART 2 - PRODUCTS

- 2.1 MATERIALS - All materials shall conform to the Contract Documents and as shown on the Plans. Purchase orders shall contain all necessary information to ensure that materials purchased will comply with the Contract Documents. The Fabricator shall inspect all materials, upon arrival, for conformance with the purchase orders as well as the requirements described in the Delivery, Storage and Protection Section herein. The Fabricator shall also confirm that mill

## SECTION 02895 - MOORAGE FLOATS

certificates and test reports are provided, and that they correctly identify the materials delivered. If a supplier proposes a substitute for any material, the proposed substitution shall be submitted to the ENGINEER for approval prior to commencing any work involving use of the proposed substitute material. Supplier shall supply specified materials if the proposed substitution is not approved by the ENGINEER.

All materials incorporated into this project shall be new, unless otherwise noted on the Plans. Material not specifically noted in the Contract Documents or on the Plans shall be submitted by the CONTRACTOR for approval by the ENGINEER. Approval will be based on conformance to current standards utilized by the OWNER.

All materials shall conform to good workmanship, acceptable industry standards and manufacturer's recommendations.

- A. All sawn timber shall be surfaced four sides (S4S), and conform to No. 1 and better Coastal Region Douglas Fir, according to WCLIB Grading Rules, unless otherwise noted herein. No individual timber shall fall outside the specified grade. Each piece of lumber shall be stamped with a grade mark, which identifies the grading and certification, and shall be so marked as to be legible after pressure treatment. All sawn timber shall be pressure treated. Sawn timber located above waterline shall be pressure treated with ACZA per AWWA C-2 to a net dry salt retention of not less than 0.6 pounds per cubic foot. Sawn timber located below waterline shall be pressure treated with creosote per AWWA C-28 to a minimum retention of 12 pounds per cubic foot. Fabrication and drilling of timber shall be done as much as possible before pressure treatment. Bolt holes shall be 1/8 inch oversized.
- B. Field Treatment Compounds:
  - 1. Treatment compound for holes, cuts and minor damage to treated timber shall be Copper naphthenate solution in concentration as specified by AWWA M-4. In addition, Mastic shall be applied to field drilled bolt holes after treatment with copper naphthenate per manufacturer's instructions.
  - 2. Mastic shall be coal tar mastic complying with ASTM D450.
- C. Miscellaneous steel plates and shapes shall be ASTM A36, galvanized per ASTM A123 or A153, and comply with Section 05120 - Metal Fabrication.
- D. All fabricated metal weldments and assemblies including float connections, pipe hinges, transition plates, pile hoops, etc. shall comply with Section 05120 - Metal Fabrication.
- E. Bolts and miscellaneous hardware shall comply with Section 05120 – Metal Fabrication.
- L. All materials shall conform to good workmanship, acceptable industry standards and manufacturer's recommendations.

### 2.2 DELIVERY, STORAGE, AND PROTECTION

## SECTION 02895 - MOORAGE FLOATS

- A. All timber shall be protected during transportation to and from treatment facilities. There shall be no mechanical damage to timbers from steel banding, handling, etc. Timber shall be stored above ground on pallets, platforms or other supports.
- B. All other float materials shall be protected during shipping and handling. Materials shall be stored above ground on pallets, platforms or other supports, and be protected from excessive exposure to moisture prior to fabrication.

### PART 3 – EXECUTION

#### 3.3 INSTALLATION

- A. 6x8 timber walers shall be installed full length on the new Owner-Furnished float units using 5/8" dia. hot dip galvanized through rods.
- B. 8x8 timber bullrails shall be installed full length on the new Owner-Furnished float units using 3/4" dia. hot dip galvanized economy head bolts.
- C. Bullrail blocking at bolt locations shall be recycled plastic, Owner will furnish to Contractor.
- D. Contractor shall reference sheet 33 of AKDOT's 1987 As Built drawings, entitled "Auke Bay Transient Facility Rebid" for construction details for waler installation and bullrail installation.
- E. Construction methods and products not specifically mentioned in these Contract Documents shall be utilized using reasonable care and the highest quality construction practices. Final inspection and acceptance of all work and products not specifically mentioned in these Contract Documents shall be made by the ENGINEER. Approval shall be based upon conformance to the Contract Documents, quality of workmanship, applicable industry standards, and pertinent manufacturer's recommendations.

**END OF SECTION**

**SECTION 03301 - STRUCTURAL CONCRETE**

**PART 1 - GENERAL**

1.1 DESCRIPTION

- A. The WORK under this Section includes providing all labor, materials, tools and equipment necessary for furnishing and installing Portland cement concrete for structures in conformance with the Drawings and Specifications.

**PART 2 - PRODUCTS**

2.1 PORTLAND CEMENT

- A. Portland cement shall conform to the requirements of AASHTO M 85.
- B. Unless otherwise permitted by the ENGINEER, the product of only one mill of any one brand and type of Portland cement shall be used on the Project.

2.2 FINE AGGREGATE. Fine aggregate for Portland cement concrete shall conform to the requirements of AASHTO M 6 with the following exceptions:

- A. Delete section on deleterious substances and substitute the following:  
  
The amount of deleterious substances shall not exceed the following limits:  
Friable particles, percent by weight .....5% max.  
Coal and Lignite, percent by weight using a liquid of 1.95 specific gravity (only material that is brownish- black shall be considered as coal or lignite) .....0.5% max.  
Material passing the No. 200 sieve, percent by weight .....3.0% max.

- B. Delete paragraph 4.2 of AASHTO M 6.

2.3 COARSE AGGREGATE. Coarse aggregate for Portland cement concrete shall conform to the requirements of AASHTO M 80, Class A, with the following exceptions:

- A. Delete section on deleterious substances and substitute the following:  
  
The amount of deleterious substances shall not exceed the following limits:  
Coal and Lignite, percent by weight (only material that is brownish-black or black shall be considered coal or lignite.)..... 1.0% max.  
Material passing the No. 200 sieve, percent by weight ..... 1.0% max.  
Thin-elongated pieces, percent by weight.  
(Length greater than 5 times average thickness)..... 15%max.  
Sticks and roots, percent by weight ..... 0.10% max.  
Friable Particles, percent by weight..... 0.25% max.  
Maximum loss from AASHTO T 96 shall be 50 percent.  
Maximum loss from AASHTO T 104 shall be 12 percent.

- B. Add the following: AASHTO T-104 shall be performed using sodium sulfate solution.



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- 2.4 JOINT FILLERS. Joint filler, of the type designated in the contract, shall conform to the following:
- A. Poured filler shall conform to AASHTO M 173 or AASHTO M 282 as specified.
  - B. Preformed fillers shall conform to AASHTO M 33 for bituminous type; AASHTO M 153 for sponge rubber (type I), cork (type II), and self-expanding cork (type III); AASHTO M 213 for non-extruding and resilient bituminous types and ASHTO M 220 for preformed elastomeric types as specified. The filler shall be punched to admit the dowels where called for on the plans. Joint filler shall be furnished in a single piece for the depth and width required for the joint unless otherwise authorized by the ENGINEER. When more than one piece is authorized for a joint, the abutting ends shall be fastened securely, and held accurately to shape, by stapling or other positive fastening satisfactory to the ENGINEER.
  - C. Foam filler shall be expanded polystyrene filler having a compressive strength of not less than 10 p.s.i..
  - D. Hot-poured sealants for concrete and asphaltic pavements shall conform to ASTM D 3405.
  - E. Hot-poured elastomeric type sealant for concrete pavements shall conform to ASTM D 3406.
  - F. Cold-poured silicone type sealant for concrete pavements shall conform to Federal Specification TT-S-1543, Class A. The sealant shall be a one part, low-modulus silicone rubber with an ultimate elongation of 1,200 percent.
- 2.5 CURING MATERIAL
- A. Curing material shall conform to the following requirements as specified:
    - 1. Burlap Cloth made from Jute Kenaf AASHTO M 182
    - 2. Sheet Material for Curing Concrete AASHTO M 171
    - 3. Liquid Membrane-Forming Compounds AASHTO M 148 for Curing Concrete, Type I
  - B. The requirements specified in AASHTO M 148 covering "Liquid Membrane-Forming Compounds for Curing Concrete" shall be modified by adding the following:
    - 1. Liquid membrane-forming compounds utilizing linseed oil shall not be used.
- 2.6 AIR ENTRAINING AGENTS. Air-entraining admixtures shall conform to the requirements of AASHTO M 154.
- 2.7 MIXING WATER. Unless otherwise permitted in writing by the ENGINEER, all water shall be obtained from the City/Borough potable water system.
- 2.8 REINFORCING STEEL. Unless specified otherwise, reinforcing shall be galvanized and conform to ASTM A767, Grade 60, excluding the requirement for chromating. Welded wire

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fabric shall conform to AASHTO M 55. Submit material certifications for all reinforcing steel.

### 2.9 SHIPPING AND STORAGE OF CEMENT

- A. Cement may be shipped from pretested approved bins. The cement shall be well protected from rain and moisture, and any cement damaged by moisture or which fails to meet any of the specified requirements shall be rejected and removed from the WORK.
- B. Cement stored by the CONTRACTOR for a period longer than 60 days in other than sealed bins or silos shall be retested before being used. Cement of different brands, types, or from different mills shall be stored separately.

### 2.10 COMPOSITION OF CONCRETE

- A. All Portland cement concrete shall be ready-mix, provided by an approved plant regularly engaged in the production of concrete, unless otherwise authorized in writing by the ENGINEER. Ready-mix concrete shall conform to the requirements of AASHTO M 157.
- B. The CONTRACTOR shall furnish the mix design to the ENGINEER for approval. The mix design shall be suitable for its intended use. Concrete shall be designed using an absolute volume analysis. The CONTRACTOR shall be responsible for having each mix laboratory tested. Prior to the start of production of any mix design, the CONTRACTOR shall submit test results and certifications for all materials, detailed mix design data and results of laboratory tests to the ENGINEER for approval. Approval by the ENGINEER will be based on apparent conformity to these specifications. It shall remain the CONTRACTOR's responsibility during production to produce concrete conforming to the mix design and the minimum acceptance criteria in the contract. When requested by the ENGINEER, the CONTRACTOR shall submit samples of all materials for verification testing. Production shall not commence until the mix design is approved by the ENGINEER.
- C. Unless otherwise specified, the design mix shall meet the following:
  - Minimum cement content 7 sacks (658 lb.) per C.Y.
  - Maximum water/cement ratio = 0.40
  - 28 day compressive strength (f'c) 4000 psi unless otherwise noted.
  - Slump 3"  $\pm$  1"
  - Entrained Air 4% to 7%
  - Coarse Aggregate AASHTO M 43, Gradation No. 67
  - Cement factors are based on 94-pound sacks
- D. The CONTRACTOR shall be responsible for producing and placing specification concrete with a cement content within a tolerance of 2%.
- E. The use of superplasticizers in the concrete mix to improve the workability of mixes with low water cement ratios will require prior written approval by the ENGINEER.
- F. The CONTRACTOR may, subject to prior approval in writing, use alternative sizes of coarse aggregate as shown in Table 1 of AASHTO M 43. If the use of an alternative size

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of coarse aggregate produces concrete which exceeds the permissible water-cement ratio above, thereby requiring additional cement above that specified, no compensation will be made to the CONTRACTOR for the additional cement.

### 2.11 SAMPLING AND TESTING

- A. The CONTRACTOR shall retain an independent agency, acceptable to the OWNER and ENGINEER, to sample and test concrete in accordance with the applicable Specifications. When the results of the field tests indicate the material does not conform to the requirements of the Specifications, the re-tests required by the ENGINEER shall be at the expense of the CONTRACTOR.
- B. Materials that fail to meet contract requirements, as indicated by laboratory tests, shall not be used in the WORK. The CONTRACTOR shall remove all defective materials from the site.
- C. Types and sizes of concrete specimens shall be in accordance with ASTM C 31. Additional slump tests and/or test cylinders may be required at the discretion of the ENGINEER. Should the analysis of any test cylinder not meet the preceding requirements of Article 2.10, Composition of Concrete, its representative concrete shall be removed and replaced at the CONTRACTOR's expense.
- D. Three copies of all test reports shall be furnished to the ENGINEER.

### 2.12 COLD WEATHER CONCRETE

- A. Concrete shall not be placed when the descending air temperature in the shade, away from artificial heat, falls below 40° F nor resumed before the ascending air temperature reaches 35°F, without specific written authorization. When the air temperature falls below 40° F, or is, in the opinion of the ENGINEER, likely to do so within a 24 hour period after placing concrete, the CONTRACTOR shall have ready on the job materials and equipment required to heat mixing water and aggregate and to protect freshly placed concrete from freezing.
- B. Concrete placed at air temperatures below 40°F shall have a temperature not less than 50°F nor greater than 70°F when placed in the forms. These temperatures shall be obtained by heating the mixing water and/or aggregate. Mixing water shall not be heated to more than 160°F.
- C. Binned aggregates containing ice or in a frozen condition will not be permitted, nor will aggregates which have been heated directly by gas or oil flame, or heated on sheet metal over an open fire. When aggregates are heated in bins, only steam-coil or water-coil heating will be permitted, except that other methods, when approved, may be used. If live steam is used to thaw frozen aggregate piles, drainage times comparable to those applicable for washed aggregates shall apply.
- D. When the temperature of either the water or aggregate exceeds 100° F, they shall be mixed together so that the temperature of the mix does not exceed 80° F at the time the cement is added.

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- E. Any additives must have prior approval of the ENGINEER before being used.
- F. The use of calcium chloride is prohibited.
- G. When placing concrete in cold weather, the following precautions shall be taken in addition to the above requirements:
  - 1. Heat shall be applied to forms and reinforcing steel before placing concrete as required to remove all frost, ice, and snow from all surfaces which will be in contact with fresh concrete.
  - 2. When fresh concrete is to be placed in contact with hardened concrete, the surface of the previous pour shall be warmed to at least 35°F, thoroughly wet, and free water removed before fresh concrete is placed.
  - 3. Freshly placed concrete shall be maintained at a temperature of not less than 70°F for 3 days or not less than 50°F for 5 days, when Type I or II cement is used, and not less than 70°F for 2 days or not less than 50°F for 3 days, when Type III cement is used. The above requirements are not intended to apply during the normal summer construction season when air temperatures of 40°F or higher can reasonably be anticipated during the two-week period immediately following concrete placement, or until the concrete is no longer in danger from freezing.
- H. When temperatures below 20°F are not expected during the curing period and, in the opinion of the ENGINEER, no other adverse conditions, such as high winds, are expected, concrete temperatures may be maintained in thick concrete sections by retention of heat of hydration by means of adequately insulated forms.
- I. When, in the opinion of the ENGINEER, greater protection is required to maintain the specified temperature, the fresh concrete shall be completely enclosed and an adequate heat source provided. Such enclosure and heat source shall be so designed that evaporation of moisture from the concrete during curing is prevented. Precautions shall be taken to protect the structure from overheating and fire.
- J. At the end of the required curing period protection may be removed, but in such a manner that the drop in temperature of any portion of the concrete will be gradual and not exceed 30°F in the first 24 hours.
- K. For concrete placed within cofferdams and cured by flooding with water, the above conditions may be waived provided that the water in contact with the concrete is not permitted to freeze. Dewatering shall not be carried out until the ENGINEER determines that the concrete has cured sufficiently to withstand freezing temperatures and hydrostatic pressure.
- L. The CONTRACTOR shall be wholly responsible for the protection of the concrete during cold weather operations. Any concrete injured by frost action or overheating shall be removed and replaced at the CONTRACTOR's expense.

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### 2.13 FORMS

- A. Forms shall be so designed and constructed that they may be removed without injuring the concrete.
- B. Unless otherwise specified, forms for exposed surfaces shall be made of plywood, hard-pressed fiberboard, sized and dressed tongue-and-groove lumber, or metal in which all bolt and rivet holes are countersunk, so that a plane, smooth surface of the desired contour is obtained. Rough lumber may be used for surfaces that will not be exposed in the finished structure. All lumber shall be free from knotholes, loose knots, cracks, splits, warps, or other defects affecting the strength or appearance of the finished structure. All forms shall be mortar tight, free of bulge and warp, and shall be cleaned thoroughly before reuse.
- C. Forms shall be so designed that placement and finishing of the concrete will not impose loads on the structure resulting in adverse deflections or distortions.
- D. The forms shall be so designed that portions covering concrete that is required to be finished may be removed without disturbing other portions that are to be removed later. As far as practicable, form marks shall conform to the general lines of the structure.
- E. When possible, forms shall be daylighted at intervals not greater than 10 feet vertically, the openings being sufficient to permit free access to the forms for the purpose of inspecting, and working.
- F. Metal ties or anchorages within the forms shall be so constructed as to permit their removal to a depth of at least 1 inch from the face without injury to the concrete. All fittings for metal ties shall be of such design that, upon their removal, the cavities which are left will be of the smallest possible size.
- G. All exposed edges 90° or sharper shall be chamfered 3/4 inch unless otherwise noted. Chamfering of forms for re-entrant angles shall be required only when specifically indicated on the Plans.
- H. Forms shall be inspected immediately prior to the placing of concrete. Dimensions shall be checked carefully and any bulging or warping shall be remedied. All debris and standing water within the forms shall be removed. Special attention shall be paid to ties and bracing and where forms appear to be braced insufficiently or built unsatisfactorily, either before or during placing of the concrete. The ENGINEER shall order the WORK stopped until the defects have been corrected.
- I. Forms shall be constructed true to line and grade. Clean-out ports shall be provided at construction joints.
- J. All forms shall be installed in accordance with approved fabrication and erection plans.
- K. All porous forms shall be treated with non-staining form oil or saturated with water immediately before placing concrete.
- L. Falsework shall be built to carry the loads without appreciable settlement. Falsework that

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cannot be founded on solid footings must be supported by ample falsework piling. Falsework shall be designed to sustain all imposed loads.

- M. Detail drawings of the falsework shall be submitted for review, but such review shall not relieve the CONTRACTOR of any responsibility under the contract for the successful completion of the structure.
- N. Forms and falsework shall not be removed without the consent of the ENGINEER. The ENGINEER's consent shall not relieve the CONTRACTOR of responsibility for the safety of the WORK. Blocks and bracing shall be removed at the time the forms are removed and in no case shall any portion of the wood forms be left in the concrete.
- O. To facilitate finishing, forms used on exposed vertical surfaces shall be removed in not less than 12 nor more than 48 hours, depending upon weather conditions.
- P. In warm weather, falsework and forms shall remain in place under slabs, beams, girders and arches for 14 days after the day of last pour when Type I or Type II cement is used, or for 7 days when Type III cement is used. Forms for slabs having clear spans or cantilever spans of less than 10 feet may be removed after 7 days when Type I or Type II cement is used, or after 4 days when Type III cement is used. In cold weather, the length of time that forms and falsework are to remain in place shall be as approved.
- Q. No superstructure load shall be placed upon finished concrete until the ENGINEER so directs, but the minimum time allowed for the curing of structural concrete in the substructure before any load of the superstructure is placed thereon shall be 7 days when Type I or Type II cement is used and 2 days when Type III cement is used.

### PART 3 - EXECUTION

#### 3.1 GENERAL

- A. All concrete shall be placed before it has taken its initial set and, in any case, within 30 minutes after mixing. Concrete shall be placed in such manner as to avoid segregation of coarse or fine portions of the mixture, and shall be spread in horizontal layers when practicable. Special care shall be exercised in the bottom of slabs and girders to assure the working of the concrete around nests of reinforcing steel, so as to eliminate rock pockets or air bubbles. Enough rods, spades, tampers and vibrators shall be provided to compact each batch before the succeeding one is dumped and to prevent the formation of joints between batches.

Extra vibrating shall be done along all faces to obtain smooth surfaces. Care shall be taken to prevent mortar from splattering on forms and reinforcing steel and from drying ahead of the final covering with concrete.

- B. Concrete shall not be placed in slabs or other sections requiring finishing on the top surface when precipitation is occurring or when in the opinion of the ENGINEER precipitation is likely before completion of the finishing, unless the CONTRACTOR shall have ready on the job all materials and equipment necessary to protect the concrete and allow finishing operations to be completed.

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- C. Troughs, pipes, or short chutes used as aids in placing concrete shall be arranged and used in such a manner that the ingredients of the concrete do not become separated. Where steep slopes are required, troughs and chutes shall be equipped with baffle boards or shall be in short lengths that reverse the direction of movement. All chutes, troughs, and pipe shall be kept clean and free of hardened concrete by flushing thoroughly with water after each run. Water used for flushing shall be discharged clear of the concrete in place. Troughs and chutes shall be of steel or plastic or shall be lined with steel or plastic and shall extend as nearly as possible to the point of deposit. The use of aluminum for pipes, chutes or tremies is prohibited. When discharge must be intermittent, a hopper or other device for regulating the discharge shall be provided.
- D. Dropping the concrete a distance of more than 5-feet or depositing a large quantity at any point and running or working it along the forms will not be permitted. The placing of concrete shall be so regulated that the pressures caused by wet concrete shall not exceed those used in the design of the forms.
- E. High frequency internal vibrators of either the pneumatic, electrical, or hydraulic type shall be used for compacting concrete in all structures. The number of vibrators used shall be ample to consolidate the fresh concrete within 15 minutes of placing in the forms. In all cases, the CONTRACTOR shall provide at least two concrete vibrators for each individual placement operation (one may be a standby), which shall conform to the requirements of these specifications. Prior to the placement of any concrete, the CONTRACTOR shall demonstrate that the 2 vibrators are in good working order and repair and ready for use.
- F. The vibrators shall be an approved type, with a minimum frequency of 5,000 cycles per minute and shall be capable of visibly affecting a properly designed mixture with a 1-inch slump for a distance of at least 18-inches from the vibrator.
- G. Vibrators shall not be held against forms or reinforcing steel nor shall they be used for flowing the concrete or spreading it into place. Vibrators shall be so manipulated as to produce concrete that is free of voids, is of proper texture on exposed faces, and of maximum consolidation. Vibrators shall not be held so long in one place as to result in segregation of concrete or formation of laitance on the surface.
- H. Concrete shall be placed continuously throughout each section of the structure or between indicated joints. If, in an emergency, it is necessary to stop placing concrete before a section is completed, bulkheads shall be placed as the ENGINEER may direct and the resulting joint shall be treated as a construction joint.
- I. The presence of areas of excessive honeycomb may be considered sufficient cause for rejection of a structure. Upon written notice that a given structure has been rejected, the rejected WORK shall be removed and rebuilt, in part or wholly as specified, at the CONTRACTOR'S expense.

### 3.2 PUMPING CONCRETE

- A. Concrete may be placed by pumping if the CONTRACTOR demonstrates that the pumping equipment to be used will effectively handle the particular class of concrete with the slump and air content specified and that it is so arranged that no vibrations result

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that might damage freshly placed concrete. The operation of the pump shall be such that a continuous stream of concrete without air pockets is produced.

- B. When pumping is completed, the concrete remaining in the pipeline, if it is to be used, shall be ejected in such a manner that there will be no contamination of the concrete or separation of the ingredients. After this operation, the entire equipment shall be thoroughly cleaned. Slump tests shall be taken at the discharge end of the pipe.

### 3.3 COLUMNS

- A. Concrete in columns shall be placed in one continuous operation unless otherwise permitted. The concrete shall be allowed to set a least 12 hours before caps are placed.

### 3.4 SLAB AND GIRDER SPANS

- A. Slabs and girders having spans of 30 feet or less shall be cast in one continuous operation.
- B. Girders spanning more than 30 feet may be cast in 2 operations, the first operation being the casting of the girder stems to the bottom of the slab haunches. Shear keys shall be provided for by inserting oiled timber blocks to a depth of at least 1-1/2 inches in the fresh concrete at the top of each girder stem. A sufficient number of blocks shall be used to cover uniformly about 1/2 the top surface of the girder stem and the blocks shall be removed as soon as the concrete has set sufficiently to retain their shape. The period between the first or girder casting and the second or slab casting shall be at least 24 hours. Immediately before the second casting, the CONTRACTOR shall check all falsework for shrinkage and settlement and shall tighten all wedges to insure minimum deflection of the stems due to the added weight of the slab.

### 3.5 SLABS ON STEEL BEAMS

- A. A concrete slab on simple steel girder spans may be placed in not more than three sections with the first section centered on the span.
- B. On truss spans or continuous girders, the concrete slab shall be placed as shown on the Plans or as directed by the ENGINEER.

### 3.6 CONCRETE DEPOSITED UNDER WATER

- A. If conditions render it impossible or inadvisable in the opinion of the ENGINEER to dewater excavations before placing concrete, the CONTRACTOR shall deposit under water, by means of a tremie or pump, a seal course of concrete of sufficient thickness to thoroughly seal the cofferdam. The concrete shall be carefully placed in a compact mass and shall not be disturbed after being deposited. Still water shall be maintained at the point of deposit.
- B. A tremie shall consist of a watertight tube having a diameter of not less than 10-inches with a hopper at the top. When a batch is dumped into the hopper, the flow of concrete shall be induced by slightly raising the discharge end, always keeping it in the deposited concrete.



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- C. Tremie tubes or pump discharge tubes used to deposit concrete under water shall be equipped with a device that will prevent water from entering the tube while charging the tube with concrete. Such tubes shall be supported so as to permit free movements of the discharge end over the entire top surface of the work and to permit rapid lowering, when necessary to retard or stop the flow of concrete. The tubes shall be filled by a method that will prevent washing of the concrete. The discharge end shall be completely submerged in concrete at all times and the tube shall contain sufficient concrete to prevent any water entry. The flow shall be continuous until the WORK is completed and the resulting concrete seal shall be monolithic and homogeneous.
- D. The exact thickness of the seal will depend upon the hydrostatic head, bond and spacing of piles, size of cofferdam, and other related factors, but in no case shall the seal be less than 2 feet in thickness, unless otherwise shown on the plans. Before dewatering, the concrete in the seal shall be allowed to cure for not less than five days after placing, or until the seal concrete has achieved a minimum compressive strength of 2,500 p.s.i. based on test cylinders cured under the same conditions as the in situ concrete, whichever occurs first.
- E. If a seal which is to withstand hydrostatic pressure is placed in water having a temperature below 45°F, the curing time before dewatering shall be increased as directed.
- F. Periods of time during which the temperature of the water has been continuously below 38°F shall not be considered as curing time.
- G. After sufficient time has elapsed to insure adequate strength in the concrete seal, the cofferdam shall be dewatered and the top of the concrete cleaned of all scum, laitance and sediment. Before fresh concrete is deposited, local high spots shall be removed as necessary to provide proper clearance for reinforcing steel.

### 3.7 CONSTRUCTION JOINTS

- A. Construction joints shall be located where shown on the plans or as permitted by the ENGINEER. Construction joints shall be perpendicular to the principal lines of stress and in general shall be located at points of minimum shear.
- B. At horizontal construction joints, gage strips 1-1/2 inches thick shall be placed inside the forms along all exposed faces to give the joints straight lines. Before placing fresh concrete, the surfaces of construction joints shall be washed and scrubbed with a wire broom, drenched with water until saturated, and kept saturated until the new concrete is placed.
- C. Immediately prior to placing new concrete the forms shall be drawn tight against the concrete already in place. Concrete in substructures shall be placed in such manner that all horizontal construction joints will be truly horizontal and, if possible, in locations such that they will not be exposed to view in the finished structure. Where vertical construction joints are necessary, reinforcing bars shall extend across the joint in such a manner as to make the structure monolithic. Special care shall be taken to avoid construction joints through large surfaces which are to be treated architecturally.

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- D. All construction joints shall be provided with concrete shear keys at least 1-1/2 inches deep and 1/3 of the concrete thickness in width, unless otherwise shown on the Plans.

### 3.8 EXPANSION JOINTS

- A. Expansion joints shall be located and formed as required on the plans.
- B. Open Joints. Open joints shall be placed in the location shown on the plans and shall be formed. The form shall be removed without chipping or breaking the corners of the concrete. Reinforcement shall not extend across an open joint, unless so specified on the plans.
- C. Filled Joints. Unless otherwise shown on the plans, expansion joints shall be constructed with pre-molded expansion joint filler with a thickness equal to the width of the joint.
- D. The joint filler shall be cut to the same shape and size as the adjoining surfaces. It shall be fixed firmly against the surface of the concrete already in place in such manner that it will not be displaced when concrete is deposited against it.
- E. Immediately after the forms are removed, the expansion joints shall be inspected carefully. Any concrete or mortar that has sealed across the joint shall be removed.
- F. Joint sealer for use in deck joints shall be of the type shown on the plans conforming to the requirements of Article 2.4 – Joint Fillers, of this Section. The faces of all joints to be sealed shall be free of foreign matter, paint, curing compound, oils, greases, dirt, free water, and laitance.
- G. Elastomeric Compression Seals. The joint seal shall be shaped as shown on the plans. It shall be installed by suitable hand or machine tools and thoroughly secured in place with a lubricant-adhesive recommended by the seal manufacturer. The lubricant-adhesive shall cover both sides of the seal over the full area in contact with the sides of the joint.
- H. The seal shall be in one piece for the full width of the joint. Any joints at curbs shall be sealed adequately with additional adhesive.
- I. The seal may be installed immediately after the curing period of the concrete. Temperature limitations of the lubricant-adhesive as guaranteed by the manufacturer shall be observed.
- J. Strip Seals. Expansion joint strip seals shall be as shown on the plans, and composed of a steel extrusion and an extruded strip seal. The steel shall conform to ASTM A242 or A588. The seal shall be manufactured of material conforming to the requirements of PART 2 of this Section. Strip seals shall be one-piece for the length of the joint.
- K. Installation of the expansion joints shall be in accordance with the manufacturer's recommendations, except that the joint opening shall be adjusted for the dimensions indicated on the Plans.
- L. Steel Joints. The plates, angles, or other structural shapes shall be accurately shaped at

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the shop to conform to the section of the concrete slab. The fabrication and painting shall conform to the requirements of the specifications covering those items. Care shall be taken to insure that the surface in the finished plane is true and free of warping. Positive methods shall be employed in placing the joints to keep them in correct position during the placing of the concrete. The opening at expansion joints shall be that designated on the plans at normal temperature.

### 3.9 ANCHOR BOLTS

- A. Anchor bolt assemblies conforming to the details shown shall be accurately secured in the forms in the positions shown on the plans, before any concrete is placed in the forms. The positions shall be checked and any adjustments made as soon as the concrete has been placed.
- B. When pipe sleeves or pre-cast holes are provided, no water shall be allowed to freeze in the cavity. If frost causes cracks in the concrete, the entire placement shall be removed and replaced at the CONTRACTOR's expense. When anchor bolts are installed in pipe sleeves or pre-cast holes, the cavity shall be completely filled with grout at the time the grout pads are constructed or at the time the bearing assemblies or masonry plates are placed.

3.10 PIPES, CONDUITS, AND DUCTS. Pipes, conduits, and ducts that are to be encased in concrete shall be installed in the forms by the CONTRACTOR before the concrete is placed. Unless otherwise indicated, they shall be standard, lightweight cast-iron water pipe or wrought iron. They shall be held rigidly so they will not be displaced during concrete placement.

3.11 FINISHING CONCRETE SURFACES. All concrete surfaces exposed in the completed WORK shall receive an Ordinary Finish, as described below, unless otherwise noted on the Plans or in other Specification sections.

### 3.12 ORDINARY FINISH

- A. An Ordinary Finish is defined as the finish left on a surface after the removal of the forms, the filling of all holes left by form ties, and the repairing of all defects. The surface shall be true and even, free from stone pockets and depressions or projections. All surfaces that cannot be satisfactorily repaired shall be given a Rubbed Finish.
- B. The concrete in caps and tops of walls shall be struck off with a straightedge and floated to true grade. The use of mortar topping for concrete surfaces shall in no case be permitted.
- C. As soon as the forms are removed, metal devices that have been used for holding the forms in place, and which pass through the body of the concrete, shall be removed or cut back at least 1 inch beneath the surface of the concrete. Fins of mortar and all irregularities caused by form joints shall be removed.
- D. All small holes, depressions, and voids that show upon the removal of forms, shall be filled with cement mortar mixed in the same proportions as that used in the body of the WORK. In patching larger holes and honeycombs, all coarse or broken material shall be chipped away until a dense uniform surface of concrete exposing solid coarse aggregate

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is obtained. Feathered edges shall be cut away to form faces perpendicular to the surface. All surfaces of the cavity shall be saturated thoroughly with water, after which a thin layer of neat cement mortar shall be applied. The cavity shall then be filled with stiff mortar composed of 1 part of Portland cement to two parts of sand, which shall be thoroughly tamped into place. The mortar shall be pre-shrunk by mixing it approximately 20 minutes before using. The length of time may be varied in accordance with brand of cement used, temperature, humidity, and other local conditions. The surface of this mortar shall be floated with a wooden float before initial set takes place and shall be neat in appearance. The patch shall be kept wet for a period of five days.

- E. For patching large or deep areas, coarse aggregate shall be added to the patching material. All mortar for patching on surfaces which will be exposed to view in the completed structure shall be color matched to the concrete. Test patches for color matching shall be conducted on concrete that will be hidden from view in the completed WORK and shall be subject to approval.

### 3.13 RUBBED FINISH

- A. When forms can be removed while the concrete is still green, the surface shall be pointed and wetted and then rubbed with a wooden float until all irregularities and form marks are removed and the surface is covered with a lather composed of cement and water. If permitted, a thin grout composed of one part cement and one part fine sand may be used in the rubbing. This lather shall be allowed to set for at least five days. The surface shall then be smoothed by being rubbed lightly with a fine Carborundum stone.
- B. If the concrete has hardened before being rubbed, a medium coarse Carborundum stone shall be used to finish the surface. Such WORK shall not be done until at least 4 days after placing and it shall be done in the following manner. A thin grout composed of 1 part cement and 1 part fine sand shall be spread over a small area of the surface and rubbed immediately with the stone until all form marks and irregularities are removed and the surface is covered with a lather, after which the surface shall be finished as described above for green concrete.
- C. The surface shall be smooth in texture and uniform in appearance. The building up of depressions will not be permitted.
- D. If, through the use of first-class form materials and the exercise of special care, concrete surfaces are obtained that are satisfactory, the CONTRACTOR may be relieved entirely or in part from the requirement for rubbing.

### 3.14 CONCRETE DECKS

- A. A smooth riding surface of uniform texture, true to the required grade and cross section, shall be obtained on all decks. The CONTRACTOR may use hand tools or finishing machines, or a combination of both, conforming to the requirements specified herein for finishing deck concrete.
- C. The rate of placing concrete shall be limited to that which can be finished before the beginning of initial set.

## SECTION 03301 - STRUCTURAL CONCRETE

- D. After the concrete has been placed and consolidated, the surface of the concrete shall be carefully struck off by means of a hand operated strike board, operating on headers. A uniform deck surface true to the required grade and cross section shall be obtained.
- E. Following strike off, the surface of the concrete shall be floated longitudinally. In the event strike off is performed by means of a hand operated strike board, two separate hand operated float boards for longitudinal floating shall be provided. The first float shall be placed in operation as soon as the condition of the concrete will permit and the second float shall be operated as far back of the first float as the workability of the concrete will permit.
- F. Longitudinal floats, either hand operated or machine-operated, shall be used with the long axis of the float parallel to the centerline of the deck. The float shall be operated with a combined longitudinal and transverse motion planing off the high areas and floating the material removed into the low areas. Each pass of the float shall lap the previous pass by 1/2 the length of the float. Floating shall be continued until a smooth riding surface is obtained. The driving surface of the concrete shall have a heavy broom finish. Decks to have waterproof membranes shall be float finished.
- G. Hand operated float boards shall be from 12 feet to 16 feet long, ribbed and trussed as necessary to provide a rigid float, and shall be equipped with adjustable handles at each end. The float shall be wood, not less than 1 inch thick and from 4-inches to 8-inches wide. Adjusting screws spaced at not to exceed 24-inches on centers shall be provided between the float and the rib. The float board shall be true and free of twist.
- H. Immediately following completion of the deck finishing operations, the concrete in the deck shall be cured as specified in Article 3.15, Curing Concrete, of this Section.
- I. The finished surface of the concrete shall be tested by means of a straightedge 10 feet long. The surface shall not vary more than 0.01 foot from the lower edge of the straightedge. All high areas in the hardened surface in excess of 0.01 foot as indicated by testing shall be removed by abrasive means. After grinding by abrasive means has been performed, the surface of the concrete shall not be smooth or polished. Ground areas shall be of uniform texture and shall present neat and approximately rectangular patterns.

### 3.15 CURING CONCRETE

- A. Water Curing
  - 1. All concrete surfaces shall be kept wet for at least seven days after placing if Type I or II cement has been used or for three days if Type III cement has been used. Concrete shall be covered with wet burlap, cotton mats, or other materials meeting the requirements of AASHTO M 171 immediately after final finishing of the surface. These materials shall remain in place for the full curing period or they may be removed when the concrete has hardened sufficiently to prevent marring and the surface immediately covered with sand, earth, straw, or similar materials.
  - 2. In either case the materials shall be kept thoroughly wet for the entire curing period. All other surfaces, if not protected by forms, shall be kept thoroughly

## SECTION 03301 - STRUCTURAL CONCRETE

wet, either by sprinkling or by the use of wet burlap, cotton mats, or other suitable fabric, until the end of the curing period. If wood forms are allowed to remain in place during the curing period, they shall be kept moist at all times to prevent opening at joints.

- B. Membrane Curing. Liquid membrane curing compound meeting the requirements of AASHTO M 148, Type I, may be permitted, subject to approval by the ENGINEER, except compounds utilizing linseed oil shall not be used. All finishing of concrete surfaces shall be performed to the satisfaction of the ENGINEER prior to applying the impervious membrane curing compound. The concrete surfaces must be kept wet with water continuously until the membrane has been applied. The manufacturer's instructions shall be carefully followed in applying the membrane, and in all cases the membrane curing compound must always be thoroughly mixed immediately before application. In case the membrane becomes marred, worn, or in any way damaged, it must immediately be repaired by wetting the damaged area thoroughly and applying a new coat of the impervious membrane curing compound.

### 3.16 BACKFILLING AND OPENING TO TRAFFIC

- A. Unbalanced backfilling against concrete structures will not be permitted until the concrete has attained a compressive strength of not less than 75% of the ultimate strength (f'c) shown on the Plans.

### 3.17 CONCRETE SAMPLING AND TESTING

- A. The CONTRACTOR shall retain a qualified inspection and testing agency to sample and test concrete. Inspection shall be by an ACI Concrete Field Technician I or under the direction of a professional Civil Engineer registered in the State of Alaska. Testing shall be performed by an established lab under the direction of a professional Civil Engineer registered in the State of Alaska. The CONTRACTOR shall submit daily reports to Engineer on a weekly basis.
- B. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
  - 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
  - 3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  - 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
  - 5. Compression Test Specimens: ASTM C 31/C 31M.

## SECTION 03301 - STRUCTURAL CONCRETE

- a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
  6. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
    - a. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
  7. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, CONTRACTOR shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
  8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
  9. Test results shall be reported in writing to ENGINEER, concrete manufacturer, and CONTRACTOR within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
  10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by ENGINEER, but will not be used as sole basis for approval or rejection of concrete.
  11. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by ENGINEER. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by ENGINEER.
  12. Additional testing and inspecting, at CONTRACTOR's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
  13. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.
- C. Measure slab flatness and levelness within 24 hours of finishing.
- 3.18 CLEANING UP. Upon completion of the structure and before final acceptance, the CONTRACTOR shall remove all falsework. Falsework piling shall be removed or cut off at least 2 feet below the finished ground line.

**END OF SECTION**

## SECTION 03365 – POST TENSIONED CABLES

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. The WORK in this Section shall include all labor, materials, tools and equipment necessary for furnishing, handling, transport, and installation of the post-tensioned cable systems, including all miscellaneous appurtenances and associated connecting hardware, and all other related Work in accordance with the requirements of the Contract Documents and as shown on the Plans.

#### 1.2 REFERENCES

- A. AISC (American Institute of Steel Construction) Code of Standard Practice - Manual of Steel Construction (ASD).
- B. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections apply to this section.

#### 1.3 SUBMITTALS

- A. Timber Fabrication Shop Drawings for all fabricated timber items.
- B. Structural Steel Submittals per Section 05120 – Metal Fabrication.
- C. De-tensioning plan
- D. Post-Tensioned cable tensioning plan
- E. Tension cable theoretical elongation calculations
- F. Cable product cut sheets
- G. Tensioning equipment and certifications

### PART 2 - PRODUCTS

- 2.1 MATERIALS - All materials shall conform to the Contract Documents and as shown on the Plans. Purchase orders shall contain all necessary information to ensure that materials purchased will comply with the Contract Documents. The Fabricator shall inspect all materials, upon arrival, for conformance with the purchase orders as well as the requirements described in the Delivery, Storage and Protection Section herein. The Fabricator shall also confirm that mill certificates and test reports are provided, and that they correctly identify the materials delivered. If a supplier proposes a substitute for any material, the proposed substitution shall be submitted to the ENGINEER for approval prior to commencing any work involving use of the proposed substitute material. Supplier shall supply specified materials if the proposed substitution is not approved by the ENGINEER.



## SECTION 03365 – POST TENSIONED CABLES

All materials incorporated into this project shall be new, unless otherwise noted on the Plans. Material not specifically noted in the Contract Documents or on the Plans shall be submitted by the CONTRACTOR for approval by the ENGINEER. Approval will be based on conformance to current standards utilized by the OWNER.

All materials shall conform to good workmanship, acceptable industry standards and manufacturer's recommendations.

- A. Miscellaneous steel plates and shapes shall be ASTM A36, galvanized per ASTM A123 or A153, and comply with Section 05120 - Metal Fabrication.
- B. All fabricated metal weldments and assemblies including float connections, pipe hinges, transition plates, pile hoops, etc. shall comply with Section 05120 - Metal Fabrication.
- C. New post-tensioning cables shall be 0.5" in diameter, 270 ksi cables. Cables shall be unbonded encapsulated type w/ high-quality corrosion-inhibiting grease and HDPE jacket/sheathing as manufactured by "AMSYSCO" or approved equal.
- D. All materials shall conform to good workmanship, acceptable industry standards and manufacturer's recommendations.

### 2.2 DELIVERY, STORAGE, AND PROTECTION

- A. All materials shall be protected during shipping and handling. Materials shall be stored above ground on pallets, platforms or other supports, and be protected from excessive exposure to moisture prior to fabrication.

## PART 3 – EXECUTION

### 3.1 INSTALLATION

- A. Grout pockets shall be chipped out to provide an even bearing surface perpendicular to the post tensioning cables.
- B. Contractor shall ensure that float units are in alignment prior to placing new post-tensioned cables, to prevent damage to cable sheathing when the cables are installed.
- C. Post-tensioned cables on each side of the float shall be tensioned simultaneously to avoid eccentric loading of the float system. Each side of the float shall be tensioned to a load of 115,700 pounds (28,925 lbs per cable).
- D. Actual elongation shall not vary more than 5% from calculated without approval of the Engineer.

**END OF SECTION**

## SECTION 05120 – METAL FABRICATION

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. The WORK in this Section shall include all labor, materials, tools and equipment necessary for fabrication, handling, transport and installation of all structural steel and aluminum items in accordance with the requirements of the Contract Documents and as shown on the Plans.

#### 1.2 REFERENCES

- A. AISC (American Institute of Steel Construction) Code of Standard Practice - Manual of Steel Construction - Allowable Stress Design (ASD).
- B. ASTM (American Society of Testing Materials) Specifications
- C. ASTM A36/A36M - Structural Steel.
- D. ASTM A6 – General Requirements for Rolled Steel Plates, Shapes, Sheet piling, and Bars for Structural Use.
- E. ASTM A108 – Steel Bars, Carbon Cold-Finished, Standard Quality.
- F. ASTM A123 - Zinc (Hot Dipped Galvanized) Coatings on Iron and Steel Products.
- G. ASTM A153 - Zinc Coating (Hot Dip) on Iron and Steel Hardware.
- H. ASTM A325 - High Strength Bolts for Structural Steel Joints.
- I. ASTM A500 - Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Round and Shapes.
- J. ASTM A53 – Steel Pipe.
- K. ASTM F593 – Stainless Steel Bolts, Hex Cap Screws, and Studs.
- L. ASTM F594 – Stainless Steel Nuts.
- M. AWS D1.1 - Structural Welding Code - Steel.
- N. The Aluminum Association – Aluminum Design Manual: Specifications and Guidelines for Aluminum Structures.
- O. ASTM B209 – Standard Specifications for Aluminum and Aluminum-Alloy Sheet and Plate.
- P. ASTM B210 – Standard Specifications for Aluminum and Aluminum-Alloy Drawn Seamless Tube.
- Q. ASTM B221 – Standard Specifications for Aluminum and Aluminum-Alloy Bar, Rod, Wire, Profiles and Tubes.

## SECTION 05120 – METAL FABRICATION

- R. ASTM B241 – Standard Specifications for Aluminum and Aluminum-Alloy Seamless Pipe and Seamless Tube.
- S. ASTM B308 – Standard Specifications for Aluminum and Aluminum-Alloy 6061-T6 Standard Structural Profiles.
- T. AWS D1.2 - Structural Welding Code - Aluminum.

### 1.3 SUBMITTALS

- A. Fabrication Shop Drawings of all fabricated steel and aluminum items prior to fabrication.
  - 1. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length and type of each weld.
  - 2. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
  - 3. Indicate type, size and length of bolts, distinguishing between shop and field bolts. Identify high-strength bolted slip-critical, direct-tension, or tensioned shear/bearing connections.
- B. Manufacturer's Mill Certificate: Steel certification for all steel used shall include chemistry, yield strength, and mill numbers.
- C. Galvanizing Certifications
- D. Galvanizing Repair Method and Materials
- E. Welding Procedures
- F. Welders Certificates: Certify welders employed in the work, verifying AWS qualification.
- G. Product data, samples, preparation, application, QA/QC Plan, and field repair of metal coatings per Section 09000 – Coatings.
- H. Provide fabrication shop QA/QC Plan for review by ENGINEER. Provide qualification data for firms and/or persons to demonstrate their capabilities and experience. Include lists of projects with project names and addresses, and names and addresses of engineers, architects and owners.

### 1.4 QUALITY ASSURANCE

- A. Fabricate and install structural steel in accordance with AISC Code of Standard Practice.
- B. Fabricate and install aluminum in accordance with Aluminum Association Aluminum Design Manual.
- C. Quality Assurance. The metal fabricator must have an ongoing quality assurance program approved by a qualified, independent source. At the option of the ENGINEER, the fabricator shall submit a copy of their operational quality assurance program, and

## SECTION 05120 – METAL FABRICATION

shall not begin fabrication until the ENGINEER has approved this quality assurance program. The objectives of the quality assurance program are as follows:

1. Completed products shall conform completely to all governing codes and specifications stipulated in the Design Contract Documents, and Plans.
2. Quality Assurance Program is an integral part of the ongoing manufacturing activities of the Fabricator.

Although periodic inspections will be carried out by the ENGINEER, the purpose of these inspections is to note general conformance to the design documents. It is still the responsibility of the fabricator to produce a quality product, in complete conformance with the design documents, and to document and correct any non-conformance. All documentation, including that submitted, shall be kept on file by the fabricator, for review, if requested by the OWNER or ENGINEER.

- D. Fabrication Facility. The fabrication facility shall provide the proper environment and physical conditions necessary for welding, cutting, and general metal fabrication. The facility shall provide adequate work space, equipment, level surfaces, and protection from wind, moisture and freezing. The fabricator shall have the capability to carry out the following work in-house or on a contract basis:
- Design of lifting and erection devices not shown on the drawings.
  - Preparation of shop fabrication drawings.
  - Receiving, checking and storing of materials for metal fabrication.
  - Dimensional checking and verification.
  - Resolution of non-conformities.
  - Documentation of all stages of work with capability of tracing all major components.
  - Finishing, repairing, storing and shipping.
- E. Fabricator Qualifications: Engage a firm experienced in fabricating structural steel similar to that indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to fabricate structural steel without delaying the WORK. Shop welding procedures and qualifications shall be submitted for review by the ENGINEER.
- F. Welding Standards: Comply with applicable provisions of AWS D1.1 Structural Welding Code - Steel, current edition, and AWS D1.2 Structural Welding Code – Aluminum, current edition.
1. Present evidence that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.
  2. Submit welding procedures in accordance with AWS Structural Welding Codes.

### 1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to Fabricator's shop in such quantities and at such times to ensure continuity of installation.
- B. Store materials to permit easy access for inspection and identification. Materials shall be protected during shipping and handling. Materials shall be stored above ground on

## SECTION 05120 – METAL FABRICATION

pallets, platforms or other supports. Materials shall be kept clean and properly drained. Girders and beams shall be placed upright and shored. Long members shall be adequately supported on skids to prevent damage from deflection.

- C. Store fasteners in a protected place. Clean and re-lubricate bolts and nuts that become dry or rusty before use.
- D. Do not store materials or assembled structures in a manner that might cause distortion or damage to members or supporting structures. Repair or replace damaged materials or structures as directed.

### PART 2 - PRODUCTS

2.1 MATERIALS - All materials for metal fabrication shall conform to the Contract Documents and as shown on the Plans. Purchase orders shall contain all necessary information to verify that materials purchased comply with the fore mentioned documents. The Fabricator shall inspect all materials, upon arrival, for conformance with the purchase orders. The Fabricator shall confirm that mill certificates and test reports are provided and that they correctly identify the materials delivered. If a supplier proposes a substitute for any material, the proposed substitution shall be submitted to the ENGINEER for approval prior to commencing any WORK involving use of the proposed substitute material. Supplier must be prepared to supply materials as identified on the design documents if the proposal for a substitution is not approved by the ENGINEER.

- A. All miscellaneous steel shapes and plate steel shall be ASTM A36, hot-dip galvanized, unless otherwise noted.
- B. Square and rectangular HSS shall be ASTM A500, Grade B, hot-dip galvanized, unless otherwise noted.
- C. Pipe less than 12-inch diameter shall be ASTM A53, Grade B, Type E or S, hot-dip galvanized, unless otherwise noted. Pipe greater than 12-inch diameter shall conform to Section 02896 - Steel Pipe Piles.
- D. Bolts and Miscellaneous Hardware: Unless otherwise noted, all bolts shall be ASTM A307, hot-dip galvanized. Washers are required under both the head and nut of all bolts, unless otherwise noted. All nuts and washers shall be hot-dip galvanized. Plate washers, with a diameter equivalent to a malleable iron washer, shall be used in all areas where the bolt head or nut bear against wood, except under economy head bolts. All bolts called out as ASTM A325 shall be hot-dip galvanized. A325 bolts shall be installed per AISC turn-of-nut method, or other ENGINEER approved method, unless otherwise indicated on the Plans.

All bolts, nuts, washers, screws, and miscellaneous hardware called out as Stainless Steel shall be Type 316 Stainless Steel conforming to ASTM F593 and F594 as applicable.

All nails shall be hot-dip galvanized.

- E. Aluminum shall conform to 6061-T6, unless otherwise noted. Aluminum pipe and round bar shall be 6063-T6.

## SECTION 05120 – METAL FABRICATION

### 2.2 METAL COATINGS

- A. Unless otherwise noted, all steel shall be hot-dip galvanized in accordance with ASTM A123 or A153 as appropriate.
- B. All other metal coatings shall be per Section 09900 – Coatings.

## PART 3 - EXECUTION

### 3.1 METAL FABRICATION

- A. Shop Inspection: The CONTRACTOR shall furnish the ENGINEER with 30 days notice of the beginning of WORK at the mill or in the shop so that special fabrication inspections may be scheduled by the ENGINEER.
- B. Fabricate and assemble components in a shop, to greatest extent possible. Workmanship and finish shall be equal to the best industry standards and in accordance with the requirements of AWS, AISC, and The Aluminum Association, as applicable.
  - 1. Mark and match-mark materials for field assembly.
  - 2. Materials shall be sourced with matching heat numbers and/or from the same mill runs as necessary for fabricated project elements that require consistent, critical dimensions and fit-up in order to function as intended by design.
  - 3. Fabricate for delivery in a sequence that will expedite erection and minimize field handling.
  - 4. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
  - 5. Holes: Drill holes perpendicular to metal surfaces; do not flame-cut holes or enlarge holes by burning.
  - 6. Aluminum Fabrication: Edges shall be cut true, smooth and free of burrs. Flame cutting is not permitted. Corner edges shall be ground smooth. Holes shall be drilled or punched. Weld spatter and flash marks shall be removed and ground smooth. Mill stamps and markings shall be removed from all exposed surfaces.
- C. Structural material, either plain or fabricated, shall be stored at the fabricating shop above ground, on platforms, skids or other supports. It shall be kept free from dirt, grease or other foreign matter, and shall be protected, as far as practical, from corrosion.
- D. All holes required for steel hot-dip galvanizing shall be clearly identified on the Shop Fabrication Drawings for ENGINEER review and approval. Fabricator shall coordinate with Galvanizer to determine size and quantity of holes required. Some, or all of the holes, may be required to be fully repaired per AWS D 1.1, at the discretion of the ENGINEER.

### 3.2 METAL ERECTION

- A. General: The CONTRACTOR shall provide and later remove all falsework, temporary shoring, and bracing necessary for erection and to complete assembly. All such devices

## SECTION 05120 – METAL FABRICATION

shall be properly designed and constructed by the CONTRACTOR to meet anticipated construction and handling loads.

- B. Handling and Storing of Materials: Material to be stored shall be placed on skids above the ground. It shall be kept clean and properly drained. Girders and beams shall be placed upright and shored. Handling and erection procedures shall be conducted in a manner to avoid over stressing any structural element. Stress and deflection calculations shall be provided by the CONTRACTOR, as deemed necessary by the ENGINEER, for any erection procedure.
- C. Method and Equipment: Before starting the WORK of erection, the CONTRACTOR shall inform the ENGINEER fully as to the method of erection proposed, and the amount and character of equipment proposed to be used. Approval by the ENGINEER shall not be considered as relieving the CONTRACTOR of the responsibility for the safety of his method and equipment, or from carrying out the WORK in full accordance with the Plans and Specifications.
- D. Assembling: Metal parts shall be accurately assembled as shown on the Plans, following applicable Industry Standards, Codes, erection drawings and fabricators' match-marks. Excessive force or manipulation of parts shall not be allowed as determined by the ENGINEER. The material shall be carefully handled so that no parts will be bent, broken, or otherwise damaged. Hammering, which will injure or distort the members will not be permitted. Bearing surfaces shall be cleaned before the members are assembled.
- E. Bolt Holes and Bolting: Bolt holes and bolting shall follow the requirements as stated on the Plans and as indicated by applicable Industry Standards and Codes. Any steel to steel connections noted to be considered "slip-critical" shall be installed by the "turn-of-nut" tightening method per AISC. In addition to the requirements of AISC, bolting of slip-critical joints shall proceed in the following manner:
1. The joint shall be fitted up and aligned with drift pins.
  2. Sufficient force shall be applied so as to bring the faying surfaces of steel into close contact. If high strength bolts are used for this purpose (i.e. used to pull steel into position), they shall be clearly marked for identification, and not used in the final connection.
  3. High strength bolts shall be installed and brought up to snug-tight condition, such as can be produced by a few blows of an impact wrench, or by an ordinary spud wrench.
  4. High strength bolts shall then be tightened by turn-of-nut method, progressing from the most rigid part of the joint toward the free edges.
  5. Bolts used to pull steel into position (mentioned above) shall then be removed, replaced with high strength bolts, and tightened as described above.
  6. The impact wrench used for bolt tightening shall be of adequate capacity so as to provide the required tightening in approximately 10 seconds.
  7. Bolt lengths shall be such that 0" to ¼" of the bolt shall extend past the end of the nut after tightening.

## SECTION 05120 – METAL FABRICATION

- F. Welding: All welding shall be in accordance with AWS D1.1 or AWS D1.2, current edition, as applicable. All welders shall be qualified per AWS for the type of welding anticipated. Welds will be spot tested by the ENGINEER by VT, MT, or UT and any welds which fail shall be repaired at the CONTRACTOR's expense, which will also include all costs for retesting. No welding through galvanized coatings will be permitted. The galvanizing within one inch of the weld shall be removed and repaired, after welding, according to these Specifications. All weld filler metal shall have chemistry similar to the base metal and shall have a minimum Charpy Impact Test Value of 20 ft-lbs. at -20 degrees F and have chemistry similar to the base metal. Filler metals shall only be used in welding positions recommended by the manufacturer. Welding materials shall be stored, and the condition maintained, according to AWS.
- G. Galvanize Repair: Galvanized coatings damaged due to fabrication, welding, material handling or occurring during installation shall be repaired per Section 09900 – Coatings, Sub-Section 3.2.
- H. Thermal Spray Metalizing (TSM) Repair: TSM coatings damaged due to fabrication, welding, material handling or occurring during installation shall be repaired per Section 09900 – Coatings, Sub-Section 3.2.

**END OF SECTION**



## SECTION 09900 - COATINGS

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. The WORK in this section shall include all labor, materials, tools and equipment necessary for handling, transport, surface preparation and application of all metal coatings, and all other miscellaneous associated work, in accordance with the requirements of the Contract Documents and as shown on the Plans.

#### 1.2 REFERENCES

- A. ASTM (American Society of Testing Materials) Specifications
- B. ASTM A123 - Zinc (Hot Dipped Galvanized) Coatings on Iron and Steel Products.
- C. ASTM A153 - Zinc Coating (Hot Dip) on Iron and Steel Hardware.
- D. SSPC (Steel Structures Painting Council) - Steel Structures Painting Manual.
- E. SSPC Guide No. 23 for Thermal Spray Metallic Coating.

#### 1.3 SUBMITTALS

- A. Product Data: Provide product data and/or technical specifications including manufacturer's instructions for surface preparation, required environmental conditions, etc., for all metal coating products.
- B. Samples: Submit (2) samples demonstrating color and texture for each proposed metal coating product.
- C. Coating Repair Methods and Materials: CONTRACTOR'S proposed repair methods, procedures and materials for all metal coatings damaged as a result of shipping, handling, welding or by other means.
- D. CONTRACTOR shall submit a Quality Plan for preparation and application of all metal coatings. Quality Plan shall address solvent cleaning, blasting, surface profile standards, stripe coat and primer coat application, finish coat applications, coating thickness measurement and documentation, adhesion pull test procedures, independent inspection and documentation, as well as handling and transport methods.

#### 1.4 QUALIFICATIONS

- A. Thermal sprayed and painted coatings shall be applied by an experienced firm that has knowledge, procedures and equipment necessary to provide surface preparation and application of complex protective coating systems. Thermal sprayed and painted coatings shall be applied by a firm possessing AISC certification for Shop Application of Complex Protective Coating Systems (SPE) P1 and/or SSPC-QP 3.

## SECTION 09900 - COATINGS

### PART 2 - PRODUCTS

#### 2.1 GALVANIZING

- A. Hot-dipped galvanizing shall be per ASTM A123 or A153, as appropriate.

#### 2.2 THERMAL SPRAY METALLIC COATING

- A. Shall conform to SSPC Guide No. 23.
- B. Thermal Spray Metallic Coating shall be 85%zinc/15% aluminum applied to a minimum dry coating thickness of 15 mils, and shall be top coated with clear sealer PRO-LINE 4800/4801 PROTHANE H.S. as manufactured by *Sherwin-Williams*, or approved equal, to a dry film thickness (DFT) of 2-3 mils.

#### 2.3 NON-SKID COATING

- A. Metal surfaces designated to have Non-Skid coating shall be initially thermal arc-sprayed with zinc only to a minimum dry coating thickness of 6 mils, followed by a thermal arc-sprayed top coat of TH 605, as manufactured by *Thermion*, or an approved equivalent product, to achieve an aggressive surface profile. Approved Non-skid coating shall be applied to a minimum dry coating thickness of 12 mils, and shall be top coated with clear sealer PRO-LINE 4800/4801 PROTHANE H.S. as manufactured by *Sherwin-Williams*, or approved equal, to a dry film thickness (DFT) of 2-3 mils. Surface prep and Non-Skid coating application shall be conducted as recommended by *Thermion*, or other approved manufacturer. Fabricator shall coordinate with manufacturer prior to Non-Skid coating application, and submit surface prep and application procedures for ENGINEER approval. Samples of Non-Skid coating must be submitted to ENGINEER and approved by the ENGINEER prior to commencing with Non-Skid coating application.

### PART 3 - EXECUTION

#### 3.1 PREPARATION AND APPLICATION

- A. Galvanizing shall be performed after fabrication, and all holes required for galvanizing shall be repaired per AWS D1.1, and in accordance with Sub-Section 3.2, unless otherwise approved by the ENGINEER.
- B. Preparation and application of Thermal Spray Metallic Coatings shall conform to SSPC Guide No. 23, to the minimum dry film coating thickness specified in these specifications. Thermal Spray Metallic Coating damaged from shipping, handling, welding or by other means shall be repaired in accordance with SSPC Guide No. 23, Section 8.7.
- C. Metal surfaces specified to be Non-Skid shall be prepared per coating manufacturer's recommendations and submitted Quality Plan.
- D. Surface preparation will be monitored and dry film thickness testing will be performed by OWNER representative to ensure adequate coating application. If coating thickness is insufficient, the Fabricator is responsible for and shall be prepared to apply more layers as

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necessary to obtain the required minimum thickness specified in the Contract Documents.

### 3.2 COATING REPAIRS

- A. CONTRACTOR shall submit metal coating repair methods and procedures for review and approval by the ENGINEER, prior to fabrication or mobilization of any equipment and materials.
- B. Galvanize Repair: Galvanized coatings damaged due to fabrication, welding, material handling or occurring during installation shall be repaired by using the following hot-applied repair stick method:
1. Repair sticks shall be zinc-cadmium alloys (melting point 518° - 527°F) such as “Rev-Galv”, or zinc-tin-lead alloys (melting point 446° - 600°F) such as “Galv-Weld”, “Zilt”, and “Galv-over”. The zinc-tin -lead alloys shall comply with U.S. Federal Specification O-G-93 and contain fluxing agents.
  2. Remove welding slag by chipping hammer and clean weld or damaged area by vigorous wire brushing.
  3. Preheat the region to be repaired by means of an oxyacetylene torch or other convenient method to between 600°F and 750°F. The alloys do not spread well at temperatures lower than 600°F. Also as temperatures rise above 600°F increasing amounts of dross form.
  4. Wire brush surface again.
  5. Apply coating by rubbing bar of the alloy over the heated surface while it is hot enough to melt the alloy.
  6. Spread the molten alloy by briskly wire brushing or rubbing with a flat edge strip of steel or palette knife. Minimum thickness of applied zinc stick material shall be 12 mils.
  7. Remove flux residues by wiping with a damp cloth or rinsing with water.
  8. Brush apply two top coats of zinc rich paint, ZRC or equal (cold galvanize repair).
- C. Thermal Spray Metalizing (TSM) Repair: Thermal Spray Metallic Coating damaged due to fabrication, welding, material handling or occurring during installation shall be repaired in accordance with SSPC Guide No. 23, Section 8.7.

**END OF SECTION**